

Cash Passport™ Prepaid MasterCard® Cardholder Agreement

- This Prepaid MasterCard® Agreement and the fees and limits table set out in the User Guide ("Table of Fees and Limits") constitutes a binding agreement ("the Agreement") between Peoples Trust Company and You (the "Customer") with respect to the terms of use of the Prepaid MasterCard that You receive from an authorized selling agent ("Distributor").**
- Your Prepaid Card is issued by Peoples Trust Company.
- You must be eighteen (18) or over to be able to purchase the Card.

By purchasing, signing the back of or using the Card, You agree to be bound by and accept the terms and conditions set out herein.

THE CARD

- "Card" means a prepaid stored value card issued by Peoples Trust Company, any replacement card and any additional card and references to it shall include card details, security details and Personal Identification Number ("PIN").
- "Card Services" means our third party service provider, Access Prepaid Worldwide Ltd or its associated company, in connection with the provisions of Card services, including call centre services. The contact details of Card Services can be found in the User Guide or on the Website.
- "Website" means www.cashpassport.com.
- In this Agreement, the words "We", "Us" and "Our" mean Peoples Trust Company or Card Services as appropriate. The words "You", "Your" and "Yours" mean the Customer. You should keep a copy of this Agreement with Your important records.
- You must sign the back of the Card immediately upon receipt and before making any use of the Card.
- The Card is subject to the Table of Fees and Limits. Your 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 standing to the credit of the Card from time to time.**

OWNERSHIP

- The Card is owned by Peoples Trust Company and will remain the property of Peoples Trust Company. The Card is provided to You for use so long as You continue to act in accordance with the terms and conditions set out in this Agreement as amended from time to time. You agree to return the Card to Peoples Trust Company or as Peoples Trust Company directs, immediately upon request by Peoples Trust Company. The Card is provided to You, the Customer, only. You may not sell, assign or transfer the Card to a third party without the consent of Peoples Trust Company.
- You may request an additional Card at any time ("Additional Card"). If You request an Additional Card as a back-up or for security purposes, only You can use it. If You request an Additional Card for someone else to access the same funds ("Additional Cardholder"), You must provide their details prior to the issue of the Additional Card and only they can use the Card. We, or Our Distributors, may also need to verify the identity of the Additional Cardholder before processing Your request.
- You will be responsible for all transactions made by Additional Cardholders and for ensuring that every Additional Card is used only in accordance with this Agreement. The Additional Cardholder can only use the Additional Card to purchase goods and services and to obtain cash at ATMs, in accordance with these terms and conditions. The Additional Cardholder cannot load, reload or cash out the Card. You may de-activate an Additional Card at any time by calling Card Services.

USE

- You agree to use the Card only for legal purposes in the country of purchase and/or use. 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.
- You may access any balance available on the Card to purchase goods and services wherever MasterCard is accepted ("POS Transaction"). The Card includes a PIN and can also be used to access any balance available on the Card to obtain cash at ATMs displaying the MasterCard Acceptance Mark. 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 available balance associated with the Card.

- Restrictions.** Depending on the country in which purchases are made, when a Card is used for certain purchases, such as car rentals, automated gasoline purchases, hotel reservations and restaurant meal and beverage purchases, the merchant will normally pre-authorize a certain amount in advance of completion of the purchase, temporarily reducing the balance available on Your 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 Your Card.

There must also be a minimum balance on Your Card to make a telephone call or to purchase gas at an automated gas pump, using a Card. Details of such minimum balance are as listed below (or as amended by Us from time to time).

Description	Minimum amounts available on the Card
To purchase gas at an automated gas pump	U.S. \$49, CAD \$49, €37 or £26 (depending on the currency of Your Card)
To make a telephone call	U.S. \$15, CAD \$15, €10 or £8 (depending on the currency of Your Card)

- Card Loading.** To load a balance on the Card at the time of purchase of the Card, You will provide funds directly to the Distributor at the time of purchase of the Card. You may reload Your Card by providing funds directly to the Distributor or by calling Card Services. These hereafter shall be referred to as "loading" and "reloading" the Card. There may be a delay of up to twenty-four (24) hours before You are able to use the funds reloaded on the Card when You reload Your Card via Card Services. Maximum load amounts for Your Card are set forth on the Table of Fees and Limits. For further information on reloading Your Card, please visit the Website.
- 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 the alternative reload methods.
- Split Transactions.** If the available balance on the Card is not sufficient to complete the transaction or purchase and pay any service charges, the transaction may be denied. You can ask the merchant if they will accept to split the transaction and allow You to use the available balance on Your Card and cover the difference with another form of payment. Merchants are not obliged to accept split transactions.
- Balance and Activity Information.** You may obtain information about the remaining balance on the Card by accessing the Website or calling Card Services, seven (7) days a week. Statement information is available online on the Website. Card Services will, upon Your request and for a fee, mail to You a written statement of transactions made with Your Card.
- Negative Balance.** You are responsible for keeping track of the transactions on Your Card. In the unlikely event that the balance on Your Card 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 negative balance fee. We are entitled to set off any sum of money on Your Card due from You to Peoples Trust Company against any positive balance on any other card held by You with Us. If Card Services are required to undertake legal proceedings against You because You fail to comply with the terms and conditions herein, You must pay Our reasonable attorneys' fees and other costs of the proceedings.
- Usage.** 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. Peoples Trust Company is not responsible for providing You with any transaction record or periodic statement other than the information provided in accordance with paragraph 19 above.
- Error resolution.** If You identify an error in any transaction record, You must address such error to the applicable merchant or ATM operator, and contact Card Services as soon as possible. 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.
- Neither Peoples Trust Company nor Card Services are responsible for resolving any dispute concerning the quality of any goods or services purchased with the Card. If You have a problem with a purchase You make

- with the Card or a dispute with a merchant, You must deal directly with the merchant involved.
- 24 A merchant may not process a credit to Your Card unless Peoples Trust Company is able to verify a previous debit transaction by that merchant to Your Card for an amount equal to or greater than the amount of the credit.
- 25 In the event that You receive cash or credit in excess of what has been paid by You through error or mistake of Peoples Trust Company or otherwise, Peoples Trust Company may correct such error when discovered and adjust the balance available on the Card. You agree to reimburse Peoples Trust Company for any excess cash or credit received forthwith upon demand.
- 26 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.
- 27 **Inactivity Fee.** 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 or no credits have been made to Your balance. If there is no remaining balance following the debit of any monthly inactivity fee (if the balance is less than the fee) We will waive the remainder of Our fee.
- 28 **Card expiration.** Subject to sufficient funds available on the Card and earlier termination of the Agreement or suspension of 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 cash out Your Card. A fee will be charged as permitted by law as set out in the Table of Fees and Limits. **For Quebec only:** A Card will be available for re-issue on the expiry date without it affecting the remaining balance on the Card. 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.
- 29 **Closing and Cashing Out Your Card.** At any time before Your Card has expired, You may be able to close Your Card or cash out Your Card through a Distributor or by calling Card Services. An administrative fee may be charged for this service as set out under the Table of Fees and Limits or as indicated at the Distributor.
- 30 Payment is available in Canadian Dollars only when You cash out Your Card through a Distributor, and if Your Card is in a foreign currency, the Distributor will apply their own foreign exchange rate. You may also redeem the balance of any unspent funds through Card Services and any credit balance in excess of the applicable cash out fee (see Table of Fees and Limits) will be transferred to a Canadian bank account in your name. When redeeming a balance in the foreign currency of the Card, Your bank may apply its own exchange rate fee to convert the funds into Canadian Dollars, unless You have an account in the currency of the Card.

FEES AND LIMITS

- 31 The maximum balance that You have on Your Card at any time may not exceed the applicable product limits.
- 32 For details on the fees and limits that apply to Your Card, please refer to the Table of Fees and Limits in the User Guide, or on the Website.
- 33 Some ATM operators and merchants may also charge You a fee that may be deducted from the balance available on Your Card. Not all ATM operators and merchants advise of this fee or the amount in advance of cash being withdrawn.

SERVICE CHARGES

- 34 You acknowledge being advised of the service charges and agree to pay applicable charges in effect for the services available under these terms and conditions.

TRANSACTIONS MADE IN FOREIGN CURRENCIES

- 35 If a Card transaction or ATM withdrawal is made in a currency other than that loaded on the Card, the amount will be converted into the currency of the Card. The exchange rate used for the conversion is the currency conversion rate determined by MasterCard in effect the day the transaction is processed, increased by five (5) percent.

LOST OR STOLEN CARD OR PIN

- 36 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. Your Card comes with a pre-selected PIN. You cannot change the PIN issued with the Card.

- 37 You are solely responsible for the care and control of the Card and for maintaining the confidentiality of the PIN. The PIN is provided solely for Your use and security when withdrawing cash from ATMs or purchasing goods or services where applicable. You should not maintain a written record of or disclose the PIN to a third party, including family members and friends.
- 38 If You lose Your Card and/or PIN or You become aware that Your PIN may have become known to someone else, You should immediately call Card Services. You will be required to answer identifying questions from Your personal information. You must exercise reasonable care in safeguarding the Card from risk of loss or theft.
- 39 **Your Liability.** You will be liable for ALL losses: (a) if any Card or Additional Card is misused with Your consent or that of any Additional Cardholder; (b) if You or any Additional Cardholder 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 or any Additional Cardholder have acted fraudulently; (d) if You or any Additional Cardholder interfere with, or allow anyone else to interfere with, any magnetic stripe or integrated circuit (chip) in the Card or Additional Card; (e) if any Card or Additional Card is lost or stolen, except as provided in paragraph 40 below.
- 40 If the Card or any Additional Card is lost, stolen or misused by somebody without Your or an Additional Cardholder's permission and You notify Us immediately once You become aware of the loss, theft or misuse, and in any event within sixty (60) days of an unauthorized transaction occurring as a result of the Card being lost, stolen or misused, 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 so notify Us.
- 41 **Replacement Card.** If Your 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 agents in place of a replacement Card.

PERSONAL INFORMATION CONSENT

- 42 So that Peoples Trust Company may issue the Card to You through the Distributor, an authorized Distributor may load or reload the Card, and Card Services and the Distributor may provide the Card services described in this Agreement to You, Peoples Trust Company will collect and use Your personal information, including, but not limited to Your name, address, telephone number, date of birth, and the last four digits of Your Social Insurance Number, and may access details of the use of the Card. This personal information will be used by Peoples Trust Company and Card Services to confirm Your identity, obtain a credit report, provide Card services to You, provide notifications, communicate with You by telephone or writing for the purpose of this Agreement, report to any governmental body or agency that Peoples Trust Company or Card Services may be required to report to, report to a credit bureau or to a third party collection agency, and to collect any amounts owed by You to Peoples Trust Company. Peoples Trust Company and Card Services may also use Your name, address, telephone number and email to contact You to offer specialized products and services or assess whether such products and services are of interest to You.
- 43 Your personal information may be processed outside Canada where the laws relating to protection of personal information are different than the laws of Canada.
- 44 Except as required by law or as stated herein, Peoples Trust Company will maintain Your personal information in confidence and will not disclose Your personal information to any persons without Your consent (other than each other and Peoples Trust Company's service providers for the purposes of this Agreement). You may withdraw Your consent to such use, whether added or modified, at any time by notifying Peoples Trust Company in writing. In the event consent is withdrawn, You must destroy Your Card and it will be cancelled and You may request a cash out of Your balance, less applicable service charges incurred up to the date of the cash out, by calling Card Services. You will not be charged for this cash out.
- 45 You must notify Us of any change to Your personal information by calling Card Services or visiting the Website where You can view or manage Your personal information.

OUR LIABILITY

- 46 Neither 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 honor the Card or the failure of an ATM machine to dispense cash. Peoples Trust Company, Card Services and the Distributors 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.

- 47 Neither 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 honor 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. Peoples Trust Company 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 Distributors or with Our or Our service providers' systems or equipment, or with an ATM.
- 48 Peoples Trust Company 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.
- 49 Nothing will limit Our liability to You for death or personal injury arising out of Our gross negligence or Our fraudulent misrepresentation or misstatement.
- 50 If You have a complaint or inquiry about any aspect of Your Card, please call Card Services. Peoples Trust Company will do its best to address Your complaint or inquiry. If for some reason Peoples Trust Company is unable to do so 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. 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

SUSPENSION

- 51 We may suspend or cancel Your Card if You exceed any of the limits set out in the Table of Fees and Limits, or if You use Your Card for any illegal purpose or We notice suspicious activities. If access is denied or the Card is cancelled or suspended, You should contact Card Services for more information.

TERMINATION

- 52 This Agreement shall terminate in the event of: (i) the later of either the expiry of Your Card (including any replacement Card) or the expiry of any Additional Card; (ii) an event occurring under paragraphs 53 or 54.
- 53 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 29. Peoples Trust Company may terminate this Agreement at any time. Peoples Trust Company or, where applicable, its Distributors or Card Services shall reimburse You any outstanding balance remaining on the Card less outstanding service charges. Despite any termination of this Agreement, You must fulfil all of Your obligations under this Agreement.
- 54 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

- 55 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

- 56 Subject to the provisions of paragraph 57 hereof, Peoples Trust Company may amend this Agreement, including all fees, at any time. The latest version of the terms and conditions 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. However, if the change is made for security, regulatory or MasterCard purposes, or as a result of changes in fees, charges or costs imposed by any party other than Us, We can implement it without prior notice. If You do not agree to any change of this Agreement, You agree to immediately stop using the Card and notify Card Services that You are terminating this Agreement. You may request a cash out of Your balance by calling Card Services. You will not be charged for this cash out.

NOTICE

- 57 Peoples Trust Company may effect notice to You specifically by regular mail postage prepaid to the address provided by You or to Your last email

address provided. Notice will be deemed to be received by You five (5) days after mailing, or the next business day after electronic mail.

- 58 You may notify Peoples Trust Company 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 enquiries, PIN assistance, guidance setting up Your Card account online, help with forgotten username and/or passwords, 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

- 59 This 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 this Agreement.

DISCLAIMER

- 60 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

- 61 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

- 62 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

- 63 For the avoidance of doubt, nothing in these terms and conditions will confer on any third party (including any Additional Cardholder) any benefit or the right to enforce any terms of this Agreement.

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