

Peoples Trust Company Prepaid MasterCard® Agreement

Please read this Agreement carefully and retain it for your records.

The following terms and conditions govern your use of the Peoples Trust Company Prepaid MasterCard. By signing or using the prepaid MasterCard, you are agreeing to these terms and conditions and fees outlined herein.

Information Disclosure Summary*:

Card Issuer: Your Card is issued by Peoples Trust Company pursuant to license by MasterCard International.

Card Information and Balance: For Card terms and conditions, to obtain the expiry date of your Card, or to check your Balance for free, go online at www.peoplestrustcard.com, or call our toll-free customer service number at 1-888-252-9579. You can also sign up to have email or web-based SMS text alerts sent to you.

Card Restrictions: Cardholders must be of age of majority in the province or territory where they apply for the Card and are restricted to one Card per person. Use of your Card in certain countries may be restricted by law. Regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from your 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. Your Card may be deactivated at any time if fraud is suspected. You may not add funds to your card via wire transfer. Your Card is subject to minimum and maximum daily load, transaction, and withdrawal limits, as set out below. Peoples Trust Company may change these limits in accordance with Applicable Law and will post notice on the Website at least thirty (30) days in advance of the effective date of the change. The change will take effect on the date indicated in the notice.

Limits		
Maximum card balance		\$5,000.00
Minimum load		\$10.00
Maximum daily load to card	in-store or from existing bank account (2 loads allowed per day)	\$4,000.00
	DirectLoad™ (4 loads allowed per day)	\$5,000.00
Maximum daily spend at point-of-sale		\$4,000.00
Maximum number of daily point-of-sale transactions		20
Maximum daily ATM withdrawal		\$1,000.00
Maximum number of daily ATM withdrawals		10
Maximum daily combined spend and cash withdrawal		\$4,000.00

Card Expiry and Access to Balance: Your right to use the funds loaded onto Card will not expire. If funds remain on the Card after the "valid thru" date, simply contact customer service for instructions on how to receive a replacement Card.

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

Fees**		
Activation fee		\$19.95
Monthly maintenance fee <i>Your first monthly fee is deducted 15 days after card activation. That day then becomes the monthly billing date.</i>		\$4.95
Load funds	in-store	\$3.95
	via bank transfer	\$2.95
	via DirectLoad™	\$2.00
Withdraw funds	at Canadian ATM [†]	\$2.00
	at international ATM [†]	\$3.00
Spend funds	with signature	\$0.50
	in a foreign currency	2.5% of total transaction
Refund processing		\$10.00
ATM decline [†]		\$0.50
Replacement card / Card cancellation fee		\$10.00

Fees** (continued)		
Card information access	via Website	FREE
	automated IVR (per call)	\$0.25
	Live customer service (per call)	\$1.50

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

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

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

Lost or Stolen Card or PIN: You are solely responsible for the care and control of the Card and for maintaining the confidentiality of the PIN. 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 us toll-free at 1-888-252-9579. You should not maintain a written record of or disclose the PIN to a third party, including family members and friends. Avoid PIN combinations that may be easily guessed by others. All transactions carried out on your Card before you notify us will be considered to have been authorized by you.

Split Tender Transactions: If the Balance on your Card is not sufficient to cover the full point of sale transaction, you can ask the merchant if they will accept a split tender transaction. A split tender transaction allows you to use the remaining Balance on your Card to pay for part of the transaction amount and cover the difference with another form of payment (e.g. cash, cheque, credit or debit). If you fail to inform the merchant that you would like to complete a split tender transaction prior to using your Card, your Card may be declined. Merchants are not obliged to accept split tender transactions, and some merchants may not accept split tender transactions.

*See detailed terms and conditions that follow.

Definitions:

"Agreement" means this Cardholder Agreement between Peoples Trust Company and the Cardholder and all documents that are expressly referred to herein, which governs your use of the Peoples Trust Company Prepaid MasterCard Card.

"Applicable Law" means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Act Respecting the Protection of Personal Information in the Private Sector (Quebec), the Consumer Protection Act (Quebec), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), PCI DSS or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Peoples Trust and the Distributor are subject to, or any bylaw, operating rule or regulation of MasterCard.

"ATM" means an Automated Teller Machine.

"Balance" means the amount of the funds loaded to the Card.

"Card" means both the Instant Issue Card and the Permanent Card.

"Cardholder" means any person who signs or uses the Card.

"Distributor" means each distribution agent and retail outlet which offers the Cards to consumers. A Distributor is not an agent, mandatary, or representative of Peoples Trust.

"Instant Issue Card" means the temporary, instant-issue prepaid MasterCard card initially issued to you.

"Load" or "loading" mean adding funds to the Card to obtain a Balance.

"MasterCard" means MasterCard Incorporated and its successors and assigns.

"MasterCard SecureCode®" is a MasterCard program designated to help make shopping online more secure.

"Permanent Card" means a permanent prepaid card personalized with your name on it that replaces your Instant Issue Card.

"PIN" means a Personal Identification Number used with your Card at ATMs for additional security.

"POS" means point of sale, where you can use the Card to purchase goods or services from a merchant, including mail order, telephone order and online.

"We", "us", "our", and "Peoples Trust" mean Peoples Trust Company and Peoples Card Services LP.

"Website" means www.peoplestrustcard.com.

"You", "your" and "yours" mean the 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 Peoples Trust and you with respect to the terms of use of the Card that you receive from an authorized Distributor of Peoples Trust. By accepting the Card from the Distributor, you agree to be bound by and accept these terms and conditions set out herein.

Use and Ownership of the Card:

The Card is owned by Peoples Trust and will remain our property. The Distributor will provide you with a temporary Instant Issue Card to allow you to enjoy the use of the product while we create your personalized, Permanent Card, which we will mail to the address you provide to the Distributor.

You agree to return the Card to us, or as we direct, immediately upon our request. The Instant Issue Card will operate as a Card until the earlier of twenty-four (24) months from date of purchase or until the date you activate the Permanent Card. The Card is provided to you, the Cardholder, only. You may not sell, assign or transfer the Card to a third party. You agree to use the Card only for legal purposes. You must sign the back of the Card immediately upon receipt and before making any use of the Card.

To load funds onto the Card, you can provide funds to the Distributor or any other authorized merchant that offers the Card on behalf of Peoples Trust or arrange for funds to be applied to the Card by the direct load or bill payment methods through the Canadian Payments Association. Subject to applicable Card fees, funds loaded to the Card in-store will be available immediately after the load is confirmed by Peoples Trust. The time before funds become available may vary for other load methods. A merchant may not process a credit to your Card unless we are able to verify a previous debit transaction by that merchant for an amount equal to or greater than the amount of the credit. Neither the funds provided by you to load the Card nor the Balance on the Card are a deposit, and they do not establish a separate individual deposit account. You will not receive interest on the Balance or on any funds you load onto the Card. **We recommend that you write down the Card number and the customer service number in case the Card is lost or stolen.**

You may access the Balance available on the Card to purchase goods and services wherever MasterCard cards are accepted. The Card includes a PIN, and can be used to access any funds available on the Card in cash at ATMs displaying the MasterCard or Cirrus® acceptance marks. When you use the Card, the amount of the purchase or withdrawal plus any applicable fees and taxes will be deducted from the available Balance associated with your Card.

You are not allowed to exceed the Balance available on your Card for any transaction or cash withdrawal. It is your responsibility to ensure that there is a sufficient Balance on the Card to cover transactions. 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. By registering a password for your Card with the MasterCard SecureCode service and shopping online at MasterCard SecureCode enabled merchants, your Card can only be used by you to make online purchases.

Insufficient or Negative Balance, Inactivity, and Excess Credit:

In the event that, due to a systems malfunction or for any reason whatsoever, you receive cash or credit in excess of what has been paid by you, we may correct such error when discovered and adjust the Balance available on the Card. You agree to reimburse us for any excess cash or credit received upon demand.

If your Card has a negative Balance and three (3) consecutive transactions are conducted while the Card is in this state, we will disable the Card to prevent any further transactions until the Balance on the Card is brought back into credit.

If your Card has a negative Balance for sixty (60) consecutive days, we will put the Card into a suspended state so that no other transaction can be processed. Please call customer service if you wish to continue using your Card.

If there is no activity on your Card for ninety (90) consecutive days and the Balance on the Card is \$0.00, we will put the Card into a suspended state so that no other transaction can be processed. If you want to continue using your Card, please call customer service.

If your Card has a Balance of \$0.00 and there have been no transactions for one hundred and twenty (120) days, we may close your Card account.

In the event that there is not a sufficient Balance on the Card to pay monthly maintenance fees, Peoples Trust Company may deactivate the Card without notice.

Information about Balance:

You may obtain information about the remaining Balance on the Card by accessing the Website or calling us toll-free twenty-four (24) hours a day, seven (7) days a week at 1-888-252-9579, or by signing up for email or web-based SMS text alerts. Transaction history information is available on the Website. Peoples Trust Company will, upon your request and for the fee stated in the table marked 'Fees' in the Information Disclosure Summary section, mail to you a written statement of transactions made with your Card. You should receive a paper record of each POS transaction or ATM withdrawal 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.

Transactions in Foreign Currencies:

We convert any transactions made in a foreign currency to Canadian dollars using a MasterCard conversion rate in effect on the day the transaction is posted to your Card. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The MasterCard conversion rate is the rate that we pay to MasterCard plus a foreign exchange service charge of 2.5%. This rate may not be the same as the rate that existed on the date the transaction was made.

However, if a foreign currency transaction is refunded to your Card, the MasterCard conversion rate used to convert your refund to Canadian dollars for your Card is the rate that we pay to MasterCard minus the foreign exchange service charge of 2.5%. 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 that is credited to your Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to your Card for that transaction.

Expiry Date:

The Card will be valid and usable until either the Balance is used or the expiration date of the Card, whichever occurs first. Contact customer service to receive a replacement Permanent Card with a new, extended expiry date provided that your Card account is in good standing. Please review the 'Fees' table for the Replacement Card fee.

Protection against Loss, Theft, or Unauthorized Use:

If your Card is lost or stolen, you will be asked to provide us with the name on the Card and the Card number, and to answer an identifying question drawn from your personal information. If you lose the Card, someone might be able to use the Balance on the Card. It may be used without a PIN to make purchases. We will refund any remaining Balance (less our processing fee as stated in the table marked 'Fees' in the Disclosure section) after we have been able to process all transactions completed before we had the opportunity to act on your information. Peoples Trust will have an automated voice response service available seven (7) days a week, twenty-four (24) hours a day that will allow immediate cancellation of the Card upon your request.

A replacement Card with any remaining Balance (less our fees as stated in the table marked 'Fees' in the Information Disclosure Summary section) will be issued within sixty (60) days after you report the Card lost or stolen to ensure that all transactions have been processed properly.

With the MasterCard Zero Liability Policy, you will not be liable for any unauthorized POS Transactions made with your lost or stolen Card unless you have been grossly negligent or have engaged in fraud. You must establish to the satisfaction of Peoples Trust that you are not responsible for the disputed transactions. Verification of a Zero Liability claim can take up to one hundred and twenty (120) days, once all paperwork has been received and confirmed by Peoples Trust, and may require a police investigation. The Zero Liability policy does not apply to ATM transactions where the PIN is used, or to transactions validated through MasterCard SecureCode®. You are responsible for all uses of the Card with the PIN at an ATM and for transactions validated through MasterCard SecureCode, whether initiated by you or anyone else using the Card and PIN.

Notice of Data Protection and Privacy Policy:

Information we collect / Information Security: Peoples Trust may obtain personal information ("Cardholder Information") about you, including information (i) provided to us by the Distributor, such as your name, address, telephone number and date of birth, (ii) provided by you during customer service calls, and (iii) about purchases you made with the Card, such as the date of the purchase, the amount and the place of purchase. We may also obtain information from providers of identity verification data and demographic information, in connection with our efforts to protect against fraudulent or unauthorized use of the Card and regulatory compliance. You may communicate with us through our customer service toll-free number (please consult the 'Fees' table for the per-call charge) 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. Peoples Trust also maintains physical, electronic, and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information.

Disclosure: We may use Cardholder Information (including transferring your information to individuals or organizations in the United States) to process Card transactions, to provide customer service in other countries in which we service our Cardholders, 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 will provide information about you and your participation in the program to the Distributor. Peoples Trust 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 cut the card in half, return the card to us, communicate with customer service and request we cancel the Card and discontinue any further use of your personal information.

Notification and Notice of Changes to Fees:

The fees that we charge in relationship to your use of the Card and associated services are listed in the table marked 'Fees' in the Disclosure Information Summary section. Please note that we may change the fees from time to time. As required by Applicable Law, notice of any increases to existing fees or introduction of new fees to

the Card will be sent to you at the most recent mailing or email address that we have on record for you thirty (30) days in advance of the effective date of the change, and posted on the Website at least sixty (60) days in advance of the effective date of the change. 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 and for checking the Website for such notifications. Notice will be deemed to be received by you five (5) days after mailing, or the next business day after electronic email.

Subject to the above paragraph, Peoples Trust may affect notice to you specifically by regular mail postage prepaid or by email to the most recent mailing or email address that we have on record for you. Peoples Trust may affect notice to you as part of all of a class of Cardholders by posting notice on the Website.

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

Amendment to Agreement:

Subject to the provisions of the "Notification and Notice of Change to Fees" section above and Applicable Law, Peoples Trust may amend this Agreement by posting changes to this Agreement or a replacement form of Agreement on the Website, or by sending notice to you via email or postal mail. 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 possible if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system or comply with Applicable Law. If such situation does arise, then you will be given notice as soon as reasonable possible in the circumstances.

Disputes and Complaints:

If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator. If you believe a transaction on your Card account is incorrect, you must notify us in writing of your dispute within sixty (60) days of the transaction date. You can obtain a dispute form (please call 1-888-252-9579 and follow the prompts for lost or stolen cards) that must be completed and faxed to the customer service team. Please note that this form must be received within sixty (60) days of the date of the disputed transaction or you will have been deemed to have accepted such transaction.

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

If you have a complaint or inquiry about any aspect of your Card Balance, please call our complaint officer at 1-855-694-6214. Peoples Trust Company will do our best to resolve 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

www.fcac-acfc.gc.ca

Cancellation:

You may at any time terminate this Agreement by calling 1-888-252-9579. We will cancel the Card and a cheque for any remaining Balance on your Card, less the Card Cancellation fee, will be mailed to you within forty-five (45) business days. Alternatively, you may surrender the Card to the Distributor and the Distributor shall reimburse you in cash any remaining Balance on your Card less any outstanding fees.

Peoples Trust may terminate this Agreement at any time, at which time you will immediately return the Card to us or as we direct. Peoples Trust or its Distributor will reimburse you any outstanding Balance remaining on the Card less outstanding fees. Despite any termination of this Agreement, you must fulfil all of your obligations under this Agreement.

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.

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:

NEITHER PEOPLES TRUST 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 RETAILER TO HONOUR THE CARD OR THE FAILURE OF AN ATM MACHINE TO DISPENSE CASH. PEOPLES TRUST AND THE DISTRIBUTOR ARE NOT RESPONSIBLE FOR ANY FAILURE TO SUPPLY, LACK OF SUITABILITY OR QUALITY OF ANY GOODS OR SERVICES PURCHASED FROM RETAILERS THROUGH THE USE OF THE CARD. NEITHER PEOPLES TRUST NOR THE DISTRIBUTOR WILL BE LIABLE FOR ANY ACTION OR FAILURE TO ACT OF A RETAILER OR A REFUSAL BY A RETAILER TO HONOUR THE CARD, WHETHER OR NOT SUCH FAILURE OR REFUSAL IS AS A RESULT OF ANY ERROR OR MALFUNCTION OF EQUIPMENT USED TO EFFECT AN AUTHORIZATION OF THE CARD. PEOPLES TRUST 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.

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. NOT IN LIMITATION OF 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 SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

Website and Availability:

Although considerable effort is expended to make the Website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance or 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 or armed conflicts. 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.

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.

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. This Agreement will remain binding on you and your respective executors, administrators, successors, representatives and permitted assigns. 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.

Entire Agreement:

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.

Governing Laws:

The parties attorn to the jurisdiction of British Columbia and this Agreement shall be construed in accordance with and governed by the laws of the province of British Columbia and Canada.

Section Headings:

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

Severability:

If any part of this Agreement is found to be invalid or unenforceable by any court or government agency of competent jurisdiction, that invalidity or unenforceability 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.

Contact Information:

If you have questions regarding the Card or these terms and conditions, you may visit the Website, or call customer service at 1-888-252-9579, or write to Peoples Trust Company MasterCard Prepaid Customer Service; P.O. Box 48235 – 595 Burrard Street, Vancouver, BC V7X 1A1.

Effective: 30th April 2014