

PREPAID MASTERCARD® CARD CARDHOLDER AGREEMENT

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

The following terms and conditions govern your use of the Prepaid Mastercard Card. By signing or using the Card, you are agreeing to these terms and conditions. Cards are issued in connection with award, promotion or loyalty programs, without consideration given or provided by you.

INFORMATION DISCLOSURE SUMMARY (See detailed terms and conditions that follow):**Card Issuer:** This Card is issued by Peoples Trust Company under licence from Mastercard International Incorporated.

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.cardbalancesite.com/fre, or call our 24/7 toll-free customer service number at 1-855-209-8384.

Card Restrictions: The Card is a limited use, prepaid, stored value Card that can be used at participating Mastercard merchants subject to the terms of this Agreement. Use of your Card in certain countries may be restricted by law. Use of your Card may be restricted at some online merchants. Your Card may be deactivated at any time if fraud is suspected. This Card is not eligible for protection under any Zero Liability policy. The Card is not reloadable, returnable or refundable. The Card may be deactivated at any time if fraud is suspected. The Card cannot be used at Automated Teller Machines (ATMs). You do not have the right to stop the payment of any transaction you conduct with the Card. You may not make pre-authorized regular payments through the use of your Card. Your Card is subject to maximum transaction limits, as set out below. Peoples Trust Company may change these limits in accordance with Applicable Law and will post notice on www.cardbalancesite.com/fre 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.

Limits	
Maximum Card balance	\$2,500.00
Maximum single spend at point-of-sale	\$2,500.00
Maximum daily spend at point-of-sale	\$2,500.00

Card Expiry and Access to Balance: Card Funds expire on the last day of the calendar month displayed on the front of the Card After expiry, the Card will be void, and no replacement will be made.

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

Fees	
Replacement Card Fee	\$5.00 per occurrence
Foreign Exchange Service Charge	3% of total transaction amount

The funds on your 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 your Card has been lost or stolen, or if you have reason to believe that someone has made an unauthorized transaction with your Card, or may attempt to use your Card without your permission, you agree to notify us IMMEDIATELY by calling 1-855-209-8384. All transactions carried out prior to such notification shall be deemed to have been authorized by you.

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. This will allow you to pay the difference using another payment method, such as cheque, credit, debit or cash. If you fail to inform the merchant that you would like to complete a split tender transaction prior to swiping your Card, your Card will most likely be declined. Some merchants do not allow you to conduct split tender transactions. Merchants are not obliged to accept split-tender transactions.

Personal Information: By [accepting / applying for / being granted] the Card, you consent to the collection, use, disclosure and retention of your personal information by Peoples Trust Company and its service providers as described below. The collection of that information is necessary for the entering into and performance of this Agreement. Therefore, if you do not consent to the collection, use, disclosure and retention of your personal information, you may not accept or use a Card.

DEFINITIONS

‘Agreement’ means this Cardholder Agreement, and all documents included herein by reference. “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), Canada’s Anti-Spam Legislation (CASL), PCI DSS or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Peoples Trust and the Program Sponsor are subject to, or any bylaw, operating rule or regulation of Mastercard. ‘Balance’ means the amount of the funds that are loaded onto the Card. ‘Canada’s Anti-Spam Legislation (CASL)’ means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada), and its regulations, as may be amended from time to time. ‘Card’ refers to the Prepaid Mastercard Card, which you have received because you participated in a promotion program. ‘Cardholder’ means the individual who activates and receives and uses the Card. ‘Governmental Authority’ means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Peoples Trust Company and/or the Program Sponsor or any Person, property, transaction, activity, event or other matter related to this Agreement. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority’s underlying mandate, function or activity. ‘Mastercard’ means Mastercard Incorporated, and its successors and assigns. ‘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. ‘Transaction Amount’ means the amount that is debited from the Balance in connection with your use of the Card, which amount includes both the amount of the Balance to be transferred and the fees and taxes imposed to complete the transaction. “Mastercard” means Mastercard Incorporated, and its successors and assigns. ‘We’, ‘us’, ‘our’, ‘Peoples Trust’, and ‘Issuer’ mean Peoples Trust Company and Peoples Card Services LP. ‘Website’ means www.cardbalancesite.com/fre. ‘You’, ‘your’, and ‘yours’ each mean the Cardholder.

ACCEPTANCE

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

THE PREPAID CARD

The Card is a prepaid, stored value Card that can be used anywhere that Mastercard is accepted, including mail order, online, telephone and point of sale retail merchants, subject to the terms of this Agreement. The Card is not a credit card, charge card, or debit card and its usage will not enhance nor improve your credit rating. No interest dividends or other earnings or returns will be paid on the funds loaded onto the Card. Neither the Card nor the funds thereon are a deposit account. For greater certainty, you shall have no right to write cheques on or demand repayment of the 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 at merchants who accept Mastercard.

OWNERSHIP AND USE OF THE CARD

The Card is and will remain our property. However, 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. The Card may not be used for any illegal transactions or purposes. 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, and sign the receipt with the same signature you used when you signed the Card. You should retain the receipt as a record of the transaction. As you use the Card, the Balance on the Card will be reduced by the full Transaction Amount.

You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on your Card. We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

Some merchants (including, but not limited to, fuel stations, restaurants, hotels, cruise lines, or car rental companies) may pre-authorize the Transaction Amount for the purchase amount plus up to 20% (or more) above the purchase amount to ensure there are sufficient funds available on the Card to cover any tips or incidental expenses. In such

cases, your transaction will be declined if the Card Balance will not cover the Transaction Amount plus the additional amount.

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. The time it takes for a pre-authorization hold to be removed may vary depending on the type of merchant.

ACTIVATING THE CARD

You may activate your Card by calling the toll-free number supplied on the back of your Card. We recommend that you write down the Card number and the customer service number in case the Card is lost or stolen.

INFORMATION ABOUT BALANCE

It is your responsibility to keep track of the Balance remaining on your Card. You may call customer service toll-free at any time at 1-855-209-8384 or visit the Website to obtain the current Balance or to request information about previous transactions. Your Card Balance will reflect all transactions that have been posted to our system.

If you believe a transaction on your account is incorrect, you must notify us in writing of your dispute within sixty (60) days of the transaction date. Please note that your written notification 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. 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. We will investigate and will notify you of the results of our investigation within sixty (60) business days.

TRANSACTIONS IN EXCESS OF REMAINING BALANCE

It is your responsibility to keep track of your spending on the Card. 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.

TRANSACTIONS MADE 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 3%. 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 prepaid Mastercard card is the rate that we pay to Mastercard minus a foreign exchange service charge of 3%. As well, 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.

“VALID THRU” DATE

Please note that the Card has a “valid thru” date printed on the face of the Card. This is the date after which you may not use that Card for any purpose.

PROTECTION AGAINST LOSS, THEFT, OR UNAUTHORIZED USE

If your Card is lost or stolen, 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 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 the Balance amount available to you on a re-issued Card. A \$5.00 fee will apply to cover printing, shipping and handling of a replacement Card. It may take up to thirty (30) days to process your re-issue request. 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.

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.

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. As required by law, we will post such changes 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. 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. We may, in our sole discretion, cancel or suspend this Agreement or any features or services of the Card at any time, with or without cause, and without prior notice to you. Any increases to Card fees or new fees will be mailed to the Cardholder’s most recent address thirty (30) days prior to increased or new fees being imposed and notice will be posted as a notice on the Website for a period of sixty (60) days prior to the effective date.

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. Please ask the merchant for any return policy that may apply to purchases made with the Card.

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 1-855-209-8384. 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 Peoples Trust website (<http://forms.peoplestrust.com/contact/contact.html>). 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/about-us/resolving-your-concerns/>.

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 Program Sponsor, such as your name and/or your address, (ii) provided by you contacting customer service (see CONTACT INFORMATION section of the Agreement), 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 third parties, including providers of identification services and demographic information. 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. Peoples Trust maintains physical, electronic, and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information.

Disclosure: We may use Cardholder Information to process Card transactions, to provide customer service in other countries (including the transfer of your information to individuals or organizations in the United States) 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 Program Sponsor may use Cardholder Information for direct mail communications and/or emails about upcoming promotions and offers. Issuer will provide information about you and your participation in the program to the Program Sponsor. Peoples Trust Company may provide certain Cardholder Information to others as permitted by 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 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 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. 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.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY APPLICABLE WARRANTIES SET OUT IN THE CONSUMER PROTECTION ACT (QUÉBEC), 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 AS OTHERWISE 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 our 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, 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. 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.

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 therein.

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 convenience of 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, these terms and conditions, or need to report a lost or stolen Card, you may call customer service at 1-855-209-8384 or write to: Customer Service; PO BOX 6100, Woodridge, IL 60517, United States of America.

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Effective date: 31 March 2017

CONVENTION D’UTILISATION DE LA CARTE MASTERCARD^{MD} PRÉPAYÉE

Veillez lire attentivement la présente convention et conserver une copie dans vos dossiers.

Les conditions ci-après régissent l’utilisation de votre carte prépayée Mastercard. En signant ou en utilisant la carte prépayée Mastercard, vous signifiez votre acceptation de ces conditions. Les Cartes, pour lesquelles vous n’avez rien payé, sont émises est émise en connexion avec un programme de récompense, promotion ou fidélité.

SOMMAIRE DES DONNÉES (Voir les termes et conditions détaillés qui suivent) :

Institution émettrice : Cette carte est émise par la Compagnie de Fiducie Peoples, sous licence de Mastercard International Incorporated.

Solde et information sur la carte : Pour les conditions et modalités, savoir la date d’expiration de votre carte, ou pour vérifier votre solde sans frais, visitez www.cardbalancesite.com/fre ou composez le 1-855-209-8384 pour communiquer sans frais avec le service à la clientèle 24/7.

Restrictions visant la carte : La carte constitue une carte de valeur prépayée qui peut être utilisée partout où l’on accepte des transactions Mastercard, sous réserve du respect des conditions énoncées dans la présente convention. L’usage de votre carte dans certains pays peut être interdit par la loi. L’usage de votre carte peut être limité chez certains marchands en ligne. La carte ne peut pas être rechargée, retournée ni remboursée. La carte peut en tout temps être désactivée en cas de fraude soupçonnée. Cette Carte n'est pas éligible pour la protection de n'importe quelle Politique de Responsabilité Zéro. La carte ne peut pas être utilisée dans les guichets automatiques bancaires (GABs). Vous ne pouvez pas faire opposition au paiement d’une transaction réglée avec la carte. Vous ne pouvez pas utiliser votre carte pour effectuer des paiements périodiques préautorisés. La carte est assujettie aux limites de transaction maximum, comme indiqué dans le tableau « Limites » ci-dessous . La Compagnie de Fiducie Peoples peut modifier ces limites conformément à la loi applicable et affichera un avis sur le site Web au moins trente (30) jours avant la date d’entrée en vigueur du changement. Le changement entrera en vigueur à la date indiquée dans l’avis.

Limites	
Solde maximum de la carte	2 500,00 \$
Dépense maximum au point-de-vente	2 500,00 \$
Dépense maximum journalière au point-de-vente	2 500,00 \$

Expiration de la carte et accès au solde : Les fonds chargés sur la carte seront périmés le dernier jour calendrier du mois imprimé au recto de la carte. Après la date d’expiration, la Carte deviendra inutilisable, et aucun remplacement ne sera fait.

Frais : Le tableau ci-dessous vous démontre tous les frais qui peuvent être appliqués à la carte. Vous consentez par le présent document que ces frais vous avez été révélés, et que vous paierez tous les frais applicables par les termes de la présente convention.

Frais	
Frais de remplacement	5,00 \$ chaque occurrence
Frais de conversion en devises étrangères	3% du montant total

Les fonds de la carte ne sont pas assurés par la Société d’assurance-dépôts du Canada (SADC).

Carte perdue ou volée : Vous convenez de prendre toutes les mesures raisonnables pour protéger votre carte contre la perte, le vol ou toute utilisation non autorisée. Si votre carte est perdue ou volée ou si vous avez des raisons de croire que quelqu’un a effectué une transaction non autorisée avec votre carte ou pourrait utiliser votre carte sans votre permission, vous vous engagez à nous en informer IMMÉDIATEMENT en nous téléphonant au 1-855-209-8384. Toutes les transactions effectuées avant un tel avis seront réputées avoir été autorisées par vous.

Paiements fractionnés : Si le solde de la carte est insuffisant à payer le montant de la transaction total, vous pouvez demander au marchand de faire un paiement fractionné. Ça vous permet de payer le différend avec une autre mode de paiement, c’est-à-dire par chèque, en argent, ou par carte de crédit ou débit. Si vous ne dites pas au commerçant que vous souhaitez effectuer un paiement mixte avant que la carte soit glissée dans le lecteur, votre carte sera fort probablement refusée. Les commerçants ne sont pas tenus d’accepter les paiements mixtes.

Renseignements personnels : En [acceptant / demandant / étant accordé] la carte, vous autorisez Peoples Trust et ses fournisseurs de services à recueillir, à utiliser, à divulguer et à conserver des renseignements personnels vous concernant tel que décrit ci-dessous. Si vous n’acceptez pas que des renseignements personnels vous concernant soient recueillis, utilisés, divulgués ou conservés, vous ne pouvez pas demander ou utiliser une carte.

DÉFINITIONS

« Convention » désigne la présente convention et tous les documents auxquels elle renvoie. « Lois applicables » désigne la Loi sur les sociétés de fiducie et de prêt (Canada), la Loi sur la protection des renseignements personnels et les documents électroniques (Canada), la Loi sur la Protection des renseignements personnels dans le secteur privé (Québec), la Loi sur la protection du consommateur (Québec), la Loi sur le recyclage des produits de la criminalité et le financement des activités terroristes (LRPCFAT), la Loi canadienne anti-pourriel (LCAP), la PCI DSS, ou les autres lois, règlements ou règles d’exploitation de toute instance gouvernementale ou autre autorité de réglementation dont relèvent Peoples Trust et le promoteur du programme, ou encore les règlements administratifs, les règles d’exploitation ou la réglementation de Mastercard. « Solde » signifie le montant des fonds chargés sur la Carte. « Loi canadienne anti-pourriel (LCAP) » désigne la loi visant à promouvoir l’efficacité et la capacité d’adaptation de l’économie canadienne par la réglementation de certaines pratiques qui découragent l’exercice des activités commerciales par voie électronique et modifiant la Loi sur le Conseil de la radiodiffusion et des télécommunications canadiennes, la Loi sur la concurrence, la Loi sur la protection des renseignements personnels et les documents électroniques et la Loi sur les télécommunications et son règlement d’application, communément appelée la Loi canadienne anti-pourriel (LCA), et son règlement d’application, dans leurs versions successives. « Carte » désigne la carte Mastercard prépayée, que vous a été envoyée parce que vous avez participé à un programme de promotion. Le « titulaire de carte » s’entend de la personne qui active, reçoit et utilise la carte. « autorité gouvernementale » désigne une autorité gouvernementale ou quasi gouvernementale, d’une organisation gouvernementale, d’une commission, d’un conseil, d’un ordre professionnel, d’un tribunal administratif, d’une organisation ou d’un organisme de réglementation, administratif ou autre, fédéral, provincial, territorial, régional, municipal ou local (notamment le Bureau du surintendant des institutions financières), ou d’une sous-division, d’un service ou d’une direction politique ou autre de l’un des organismes qui précèdent, dans chaque cas dans la mesure où il est compétent à l’égard de la Compagnie de Fiducie Peoples et (ou) du distributeur, ou de toute personne, propriété, transaction, activité, de tout événement ou de toute autre question se rapportant à la présente Entente. La définition qui précède est réputée inclure le successeur ou cessionnaire temporaire ou permanent du mandat, des fonctions ou de l’activité fondamentaux d’une autorité gouvernementale. « Mastercard » désigne Mastercard Incorporated et ses successeurs et ayants droit. « Norme PCI DSS » désigne une norme de sécurité à plusieurs niveaux définie par le Conseil des normes de sécurité PCI, et inclut des conditions relatives à la gestion, aux politiques, aux procédures, à l’architecture de réseau, à la conception logicielle et à d’autres mesures de protection essentielles à la sécurité. « Montant de la transaction » signifie le montant qui est débité du solde lorsque vous utilisez la carte ; ce montant comprend le montant à transférer ainsi que les frais imputés à la transaction et les taxes exigibles. « Mastercard » désigne Mastercard International ainsi que ses successeurs et ayants droit. Les termes « nous », « notre », « nos », « Peoples Trust », et « émetteur » se rapportent à la Compagnie de Fiducie Peoples et à toutes les tierces parties affiliées et associées qui interviennent dans la gestion de la carte. « Site Web »

veut dire www.cardbalancesite.com/fre. Les termes « vous », « votre », et « vos » se rapportent au titulaire.

ACCEPTATION

La présente Entente constitue une entente qui vous et nous quant aux modalités d’utilisation de la carte.

CARTE PRÉPAYÉE

La carte constitue une carte de valeur prépayée qui peut être utilisée partout où l’on accepte des Mastercard, notamment par commande postale, par commande téléphonique ou en ligne, et au point de vente, sous réserve du respect des conditions énoncées dans la présente convention. La carte n’est pas une carte de crédit, une carte de paiement ou une carte de débit, et son utilisation ne rehaussera ni n’améliorera votre cote de solvabilité. Aucun intérêt, dividende ou autre somme ou ristourne n’est versé à l’égard du solde de la carte. La carte et le solde ne constituent pas un compte de dépôt, et le titulaire ne peut pas tirer de chèques sur la carte ni exiger le remboursement du solde ; ses droits se limitent strictement à l’utilisation de la carte conformément aux dispositions de la présente convention pour le paiement de produits et de services auprès de commerçants qui acceptent Mastercard.

PROPRIÉTÉ ET UTILISATION DE LA CARTE

La carte est et demeure la propriété de l’émetteur. Nonobstant, vous assumez toutefois l’entière responsabilité de la garde, de l’utilisation et du contrôle de la carte. Vous êtes tenu(e) de remettre immédiatement la carte à l’émetteur sur demande. La carte ne peut pas être utilisée pour effectuer des transactions illégales ni à d’autres fins illicites. Le titulaire de carte qui autorise une autre personne à utiliser la carte accepte, dans les limites autorisées par la loi, d’assumer la responsabilité de toutes les transactions découlant de l’utilisation de la carte par cette autre personne.

Pour utiliser la carte, il suffit de la présenter au moment de payer et de signer le reçu en y apposant la même signature que celle que vous avez utilisée pour signer la carte. Vous devriez conserver le reçu comme preuve de la transaction. Chaque fois que vous utilisez la carte, les fonds disponibles sur la carte sont réduits du montant total de l’achat, y compris les taxes, charges et autres frais, s’il y a lieu. La carte peut être utilisée pour payer le montant total de l’achat et les taxes applicables, tant que les fonds sont suffisants et sous réserve des frais payables à l’émetteur en vertu de la présente convention.

Vous convenez que nous n’avons aucune obligation de vérifier la signature apposée sur le bordereau de vente relatif à toute transaction réglée à l’aide de la carte et que nous pouvons autoriser et traiter la transaction même si la signature apparaissant sur le bordereau de vente diffère de celle qui figure sur la carte. Nous n’assumons aucune responsabilité envers vous en cas de refus d’autorisation à l’égard d’une transaction particulière, quelle qu’en soit la raison.

Certains commerçants (y compris notamment les stations-services, les restaurants, les hôtels ou les entreprises de location de véhicules) peuvent préautoriser le montant de la transaction pour le montant de l’achat plus un montant pouvant atteindre 20 % (ou plus) en sus du montant de l’achat de manière qu’il y ait suffisamment de fonds sur la carte pour couvrir les pourboires ou les frais accessoires. Dans de tels cas, votre transaction sera refusée si le solde de la carte ne couvre pas le montant de la transaction et le pourcentage de l’autorisation préalable.

Une autorisation préalable aura pour effet d’assujettir à une « retenue » le montant des fonds disponibles sur votre carte jusqu’à ce que le commerçant nous fasse parvenir le montant du paiement final de votre achat. Lorsque le montant du paiement final est reçu, le montant de l’autorisation préalable qui fait l’objet d’une retenue en sus de ce montant de paiement final est libéré. La période avant que la retenue relative à l’autorisation préalable ne soit levée peut varier selon le type de marchand.

ACTIVATION DE LA CARTE

Vous pouvez activer votre carte en appelant au numéro sans frais qui figure au verso de la carte. Nous vous recommandons de noter le numéro de la carte et le numéro de notre service à la clientèle au cas où la carte serait perdue ou volée.

RENSEIGNEMENTS SUR LE SOLDE

Il vous incombe de faire le suivi du solde de votre carte. Pour connaître le solde courant de votre carte ou pour obtenir des renseignements à propos des transactions effectuées avec la carte, vous pouvez en tout temps communiquer sans frais avec notre service à la clientèle au 1-855-209-8384 ou visiter notre Site Internet. Le solde de votre carte tient compte de toutes les transactions enregistrées dans notre système. Si vous croyez qu’une transaction portée à votre compte est erronée, vous devez nous en informer par écrit dans les soixante (60) jours de la date de la transaction. Votre avis écrit doit absolument nous parvenir dans les soixante (60) jours suivant la date de la transaction contestée, sans quoi vous serez réputé avoir accepté la transaction. Vous devez indiquer le numéro de votre carte ainsi que la date et le montant de la transaction erronée, et expliquer le plus clairement possible la raison pour laquelle vous estimez qu’il s’agit d’une erreur. Nous

