

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

The following terms and conditions apply to your use of the American Express® Prepaid Card.

By purchasing, activating, signing and/or using the Card, you are agreeing to these terms and conditions outlined below.

Information disclosure summary (detailed terms and conditions will follow):

Card issuer: This card is issued by Peoples Trust Company pursuant to licence from American Express.

Card information and balance: For up-to-date Card terms and conditions, to obtain the expiry date of your Card, if you have questions regarding the Card Balance, or to log a complaint, you may call customer service at **1-833-350-2461** or visit AmexPrepaidCard.com for free.

Card restrictions:

- The Card is not returnable.
- The Card is not refundable.
- The Card may only be used at shops and restaurants that accept American Express Cards, which are located in the Ivanhoe Shopping Centres within Canada.
- You cannot reload the Card with more funds.
- Regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from the Card, are not permitted. All PAD transactions will be rejected and Peoples Trust Company will not be liable for any costs incurred by you as a result.
- The Card cannot be used for cash withdrawals.
- The Card cannot be used for pay-at-the-pump transactions.
- The Card cannot be used for recurring billing, such as utilities and subscriptions.
- You may not use your Card to commit or facilitate illegal activity.
- The Card is not eligible for protection under any zero liability policy.
- The 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 AmexPrepaidCard.com at least thirty (30) days in advance of the date such change is to come into effect. The change will take effect on the date indicated in the notice. Your continued use of the Card, after the change to the limits has come into effect, will be taken as your acceptance of that change.

Limits

Maximum Card Balance	\$1000.00
Maximum daily spend at point-of-sale	\$1000.00

Please also note: The Card may be deactivated at any time if fraud, related to the Card or use of the Card, is suspected. In addition, the funds on the Card may not be available for use for the first twenty-four (24) hours after purchase.

Card expiry and access to funds: Your right to use the funds loaded on the Card does not expire. If funds remain on the Card after the expiry date, contact customer service for directions on how to receive a replacement Card.

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

Lost or stolen Card: You must take all reasonable steps to protect the Card against loss, theft, or unauthorized use. If the Card has been lost or stolen, or if you have reason to believe that someone has made an unauthorized transaction with the Card or may attempt to use the Card without your permission, you must call customer service immediately at **1-833-350-2461**. All transactions carried out on the Card before you notify us will be considered to have been made by you. Subject to our approval, if there is an available balance remaining on the card, we will cancel the card and send you a replacement card with the available balance that was on your card at the time you notified us that it was lost/stolen. We will collect your name and address and may require a receipt in order to issue a refund or replacement. **NO REFUNDS OR REPLACEMENT CARDS WILL BE PROVIDED TO COVER AMOUNTS DEBITED FROM YOUR LOST/STOLEN CARD PRIOR TO THE TIME YOU NOTIFIED US. We reserve the right to decline to issue a replacement card for lost or stolen cards.**

Split tender transactions: If the Balance on the Card is insufficient to cover the full Transaction Amount, you may request the merchant to conduct a split tender transaction, which is where you use the Card as partial payment of the Transaction Amount and then pay the remainder of the amount with another form of payment (e.g. cash, cheque, credit or debit). If you fail to inform the merchant that you would like to complete a split tender transaction prior to swiping the Card, the Card may be declined. Some merchants may require payment for the remaining Balance in cash. Merchants do not have to and may not agree to accept split tender transactions.

Key Cardholder Responsibilities under this Agreement:

- **You must take all reasonable steps to protect the Card against loss, theft, or unauthorized use. If you lose the Card, you must call customer service at 1-833-350-2461 immediately.**
- **You must surrender the Card to us immediately upon request by us.**
- **You must ensure that there is a sufficient Balance on the Card to cover the full amount of transactions made with the Card.**
- **If you find an error in any transaction record, you must communicate the error to the merchant with whom you made the transaction.**
- **You must only use our online resources as set out in 'Website and Availability', below.**

Detailed Terms and Conditions:**Definitions:**

'Agreement' means this American Express Prepaid Card Cardholder Agreement between Peoples Trust Company and the Cardholder and all documents that are expressly referred to herein, which govern your use of the American Express Prepaid Card.

'Amendment' refers to any change to a term or condition of this Agreement or to the addition of a new term or condition.

'American Express' means American Express, and its successors and assigns.

'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 (Québec), the Consumer Protection Act (Québec), 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 Company and the Program Sponsor are subject to, or any bylaw, operating rule or regulation of American Express.

'Balance' means the amount of the funds that are loaded onto the Card.

'Card' refers to the American Express Prepaid Card purchased, activated, received or used by the Cardholder.

'Cardholder' means you or any other individual who has purchased, received, activated or used the Card.

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

'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.

'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.

'Program Sponsor' means a third party acting as a contractor for the performance of program management services for the card program on behalf of Peoples Trust Company.

'Transaction Amount' is the amount that is debited from the Balance in connection with the Cardholder's use of the Card to purchase goods or services, which includes the amount of the Balance to be transferred, the Card service charges and the taxes imposed to complete the transaction.

'we', 'us', and 'our' mean Peoples Trust Company, and our successors, subsidiaries, affiliates or assignees.

'Website' means AmexPrepaidCard.com.

'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.

Activating the Card: The Card has no value until it is activated by the cashier at the time of purchase.

Ownership and Use of the Card: 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. The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient. The Card is, and will remain, our property. 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 Card. Neither the Card nor the Balance is a deposit account. You have no right to write cheques on, or demand repayment of, the outstanding Balance on the Card, but are strictly limited to the right to use the Card, in accordance with this Agreement, as payment for goods and services from merchants who accept American Express.

The Card may only be used at shops and restaurants that accept American Express Cards, which are located in the Ivanhoe shopping centers within Canada. The location where the Prepaid Card can be used is referred to in these Terms and Conditions as a "Merchant." If you experience any difficulty making a purchase online or by mail order with the Card, please call **1-833-350-2461** for assistance. Some Merchants do not permit Split Tender Transactions.

As you use the Card, the Card's Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. If you use the Card for card-not-present transactions (for example, transactions performed by Internet, mail or phone), the legal effect is the same as if you used the physical Card.

We may, in our sole discretion, cancel or suspend any features or services of the Card at any time, with or without cause, with thirty (30) days' notice to you or as otherwise required by Applicable Law.

You are solely and completely responsible for the possession, use, and control of the Card. **You must surrender the Card to us immediately upon request by us.** If you authorize another person to use the Card, you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person. You should retain the receipt as a record of the transaction.

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

Some Merchants (including, but not limited to, restaurants, hotels, 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 that 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. It may take up to seven (7) days for the pre-authorization hold to be removed, and timing may vary depending on the type of merchant. During the hold period, you will not have access to the pre-authorized amount.

Information About Balance: It is your responsibility to ensure that there is a sufficient Balance on the Card to cover transactions plus any pre-authorized amounts. To obtain the current Balance amount, or the transaction history, call customer service toll-free at **1-833-350-2461** or visit the Website. The Card Balance will reflect all transactions that have been posted to our system. **You are not allowed to exceed the Balance available on the Card for any transaction.**

If you attempt to use the Card when there is insufficient Balance available to cover the full Transaction Amount, the transaction in most instances will be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative amount, you agree to reimburse us, upon request, for the amount of the Transaction Amount in excess of the Balance.

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 you lose the Card, someone might be able to use the Balance on the Card. We will have a customer service representative or 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. If our records show that a Balance still remains on the Card, we will cancel the Card and make such Balance amounts available to you on a re-issued Card. It may take up to ten (10) business days to process your re-issue request. You agree, to the extent permitted by Applicable Law, to cooperate with us in our attempts to recover from unauthorized users and to assist in their prosecution.

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

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 or liable to you (i) for the quality, safety, legality, or any other aspect of goods or services purchased from any Merchant with the Card, (ii) if any Merchant refuses to honour the Card or special offers and/or (iii) for any other problems you may have with any merchant. Please ask the merchant for any return policy that may apply to purchases made with the Card. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.

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. You can obtain a dispute form (please call 1-833-350-2461 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 a Merchant fails to honour the Card, please call **1-833-350-2461** to report the incident.

Arbitration: Subject to all other terms of this Agreement, and to the extent not prohibited by Applicable Law, you agree that any claim of any kind against us, the Program Manager, or American Express arising from or related to this Agreement or the use of the Card (i) shall be resolved by final and binding arbitration before a single arbitrator at Vancouver, British Columbia and (ii) shall not be brought through class or individual litigation proceedings. If such a claim is advanced by class proceeding by any other person on your behalf, you will opt out of, or not opt into, such proceedings as circumstances dictate.

Complaints: If you have a complaint or inquiry about any aspect of your Card, first attempt to resolve the complaint or inquiry by calling our toll-free customer service number at **1-833-350-2461**. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call us at **1-855-694-6214** or submit your complaint or inquiry through the form found on the Website (<http://www.peoplestrust.com/en/about-us/contact/>). We will do our best to resolve your complaint or inquiry.

If for some reason we are unable to resolve the issue to your satisfaction, you may refer your inquiry or complaint to the Ombudsman for Banking Services and Investments at **1-888-451-4519** for resolution. If the Cardholder has a concern regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the concern may be communicated at any time to the Financial Consumer Agency of Canada, either in person, by letter, by telephone, or through its website at:

Financial Consumer Agency of Canada

427 Laurier Avenue West, 6th Floor

Ottawa, ON, K1R 1B9

Telephone: **1-866-461-3222**

www.fcac-acfc.gc.ca

Our complaints policy can be found online at:

<http://www.peoplestrust.com/en/about-us/resolving-your-concerns/>.

Safeguarding Your Personal Information: We protect personal information in our possession or control from loss, theft, alteration and misuse. The safeguards employed by us to protect your personal information depend on the sensitivity, amount, distribution, format and storage of the personal information. Although technologies can make it easier for fraud to occur, we employ around the clock monitoring systems and controls to detect and prevent fraudulent activity. We also build fraud prevention measures into our due diligence processes and regularly update our fraud detection/prevention methods. While we take precautions to protect your personal information from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission of your personal data is at your own risk and we expect that you will use appropriate measures to protect your personal information as well.

Notice Of Data Protection And Privacy Policy: Information We Collect/Information Security: We may obtain personal information ("Cardholder Information") about you, including information (i) provided to us by the Distributor, such as your name and/or your address, (ii) provided by you contacting our customer Service (see the 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 providers of identification services and demographic information. You may communicate with us through our customer service toll-free number or the Website with regards to requests to access or rectify information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and rectification in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be rectified, where necessary. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information unless otherwise specifically disclosed or agreed to by you. We maintain physical, electronic, and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information.

Disclosure: We may use Cardholder Information (including the transfer of your information to individuals or organizations in the United States) to process Card transactions, to provide customer service 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. We will provide information about you and your participation in the program to the Distributor. We 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, we will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in Canada. 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 cancel the Card, you must communicate with customer service and request we cancel the Card and discontinue any further use of your personal information.

Peoples Trust Company's Privacy Policies: Our general personal information practices are described in our privacy policy, as amended from time to time, available online at <http://www.peoplestrust.com/en/legal/privacy-security/privacy/>.

No Warranty of Availability or Uninterrupted Use: From time to time Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information about the Balance on your Card. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

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

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

Disclaimer of Warranties: Except as expressly otherwise provided in this Agreement 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 merchants ability 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 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 perform or provide services, failure of communication systems, or failures of or difficulties with our equipment or systems. Also without limiting the foregoing, we will not be liable to you for any delay, failure or malfunction attributable to your equipment, any internet service, any payment system or any customer service function. In the event that we are held liable to you, you will only be entitled to recover your actual and direct damages. In no event will you be entitled to recover any indirect, consequential, exemplary or special damages (whether in contract, tort, or otherwise), even if you have advised us of the possibility of such damages.

Website and Availability: Although considerable effort is made to ensure that 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 will we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed conflicts. We will not bear any liability, whatsoever, for any damage or interruptions caused by 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.**

Entire Agreement: This Agreement sets forth the entire understanding and Agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or Agreements with respect to such subject matter.

Governing Law: 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.

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

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

Contact Information: If you have questions regarding the Card, or need to report a lost or stolen Card, you may call customer service at **1-833-350-2461** or **write to Customer Service, P.O. Box 826, Fortson, GA, 31808-0826**.[®] Used by Peoples Trust Company under license from American Express

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