

Jeeves Mastercard® Card Program – Card User Terms and Conditions (USD)

These Jeeves Mastercard* Card Program – Card User Terms and Conditions (“**Terms**”) set out the terms and conditions applicable to the Jeeves Mastercard Card. **IMPORTANT: These Terms include resolution of disputes by arbitration instead of in court and a class action waiver.**

You agree to be bound by these Terms, which you must accept as a condition of using the Card. You agree that the ability to use the Card in the course of your relationship with Business Cardholder, and in accordance with these Terms, is of value to you and good consideration for your agreement to these Terms.

INFORMATION DISCLOSURE SUMMARY (detailed terms and conditions will follow):

Card Issuer: Peoples Trust Company issues the Card pursuant to a license from Mastercard Incorporated.

Cardholder:

- The Card is issued to Business Cardholder. The “**Business Cardholder**” is the entity that has qualified and established a Business Account with us pursuant to a separate Cardholder Agreement, as well as a separate agreement with Jeeves Technologies (Canada), Inc., to provide corporate expenses management expense services.
- Business Cardholder is permitted to provide the Card to you for use in your capacity as a “**Card User**” in the manner contemplated in these Terms. Business Cardholder has an arrangement in place that permits Business Cardholder, or its Business Administrator, to instruct us whether or not to fund transactions initiated by you with the Card from funds provided to us in advance by Business Cardholder. Your ability to make purchases using the Card is subject to the terms and conditions of your agreements with Business Cardholder and transaction approval by Business Cardholder. We only fund transactions as instructed by Business Cardholder or its Business Administrator. You have no right to directly instruct us to load funds onto the Card.
- We are not parties to any agreements between you and Business Cardholder and are not bound by the terms of any such agreement. We are not obligated to act to fulfil the obligations of any party under your agreements with Business Cardholder, even if we are made aware of the existence and terms of such agreement.
- We are not extending credit to you or Business Cardholder through the Card.
- Card transactions will only be funded if Business Cardholder has made funds available to us to settle the transactions in advance. If those funds have not been made available to us the transaction will be declined. We also have a general right to decline any transaction for any reason. In such case your sole recourse, if any, is against Business Cardholder. You will have no right of action against us or any service providers or third parties required to fulfill and manage the Card.
- Jeeves may offer and provide services to Business Cardholders and Card Users as a service to Business Cardholders, and not on behalf of Peoples Trust Company. Those services provided by Jeeves are subject to the Jeeves Terms between Jeeves and Business Cardholders or Card Users.

Card information and inquiries: If you have questions regarding your use of the Card, these Terms, or to lodge a complaint, you may contact us via the Website, by emailing nam_support@tryjeeves.com, or by calling **1-416-871-2093**.

Key Card features and restrictions:

- Card does not carry a balance loaded onto it. For information about the balance of funds you may be able to spend using the Card under your agreements with Business Cardholder, you must contact Business Cardholder.
- Card is only funded in amounts and for payment of specific transactions that are accepted for payment by Business Cardholder.
- Card Users are given possession of the Card for the purpose of initiating a transaction request to Business Cardholder.

- We do not charge Card Users any fees for the use of the Card. Some transactions could attract third party fees and charges, which could be reflected in transaction costs. Such third-party fees and charges are not within our power and control, are part and parcel of the cost of the transactions and you agree that such fees and charges will be included in the transaction amount processed on the Card for transactions you initiate. Your liability to Business Cardholder for any amounts paid to settle transactions on the Card, and fees, if any, are charged by Business Cardholder, is governed by your agreements with Business Cardholder.
- **Funds loaded onto a Card must be used within four (4) years after which time the Card will expire. Funds loaded on a Card that are not used will remain available to you for loading onto other Cards and your use in the Jeeves Card Program. If a Card expires before a legitimate charge is made, a new Card must be issued to make payment from the Settlement Funds** You cannot use the Card to access cash and have no right to make cash withdrawals using the Card.
- Only Business Cardholder or its Business Administrator may add funds to the Card or instruct us to add funds to a Card or pay transactions.
- You do not have the right to stop the payment of any transaction you initiate, allow, authorize or conduct with the Card.
- You may arrange to cancel the Card by contacting Jeeves customer service via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093.
- Each Card is subject to certain limits, as set out below. The limits are the lower of: (a) the limits set by the Business Cardholder or the Business Administrator and (b) the limits set forth by Peoples Trust.

Limits	
Maximum Spend Per Transaction	USD \$500,000
Maximum Spend Per Day	USD \$500,000
Maximum Spend Per Month	USD \$500,000

Please also note: Card may be deactivated by us at any time if fraud is suspected related to the Card or use of the Card.

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

As a Card User of the Jeeves Card, you are only permitted to use the Card as allowed by Business Cardholder and in accordance with the Cardholder Agreement between Business Cardholder and us. You may be required to fulfill some of the obligations of the Cardholder, including those stipulated in these Terms and pursuant to your agreements with Business Cardholder.

Lost or stolen Card: You must take all reasonable steps to protect the Card against loss, theft, or unauthorized use. If the Card is lost or stolen or misused, you must contact us via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093. THIS CARD IS NOT ELIGIBLE FOR PROTECTION UNDER ANY ZERO LIABILITY POLICY. Business Cardholder is responsible and liable to us for all Card transactions that are completed before we are notified that such an event has occurred and also if Business Cardholder approves transactions on any such Card. You may be liable to Business Cardholder for some or all such transactions. Your liability to Business Cardholder is subject to the terms of your agreements with Business Cardholder.

Key Responsibilities under these Terms include:

- **You must take all reasonable steps to protect the Card (and PIN, if applicable) against loss, theft, or unauthorized use. If you suspect that the Card (or PIN), has been lost, stolen or misused, you must contact us and Business Cardholder (or its Business Administrator) immediately.**
- **You must surrender the Card to us or Business Cardholder immediately upon request by us.**
- **If your information associated with the Card changes, you must notify Business Cardholder or its Business Administrator of the change(s). Business Cardholder or Business Administrator will notify us.**
- **If you become aware that your information associated with the Card is incorrect, you must notify Business Cardholder or Business Administrator of the correct information. Business Cardholder or Business Administrator will notify us.**

- If you find an error, omission, or indication of fraud or unauthorized use in any transaction record, you must immediately communicate your concern to us and your Business Cardholder (or its Business Administrator).
- You must comply with the requirements of these Terms, and you are responsible for your failure to do so.
- You will provide us with any information as may reasonably be requested by us for purposes of our compliance with Applicable Law, our fraud and legal compliance risk management policies and procedures applicable to the Card program, or as required to provide services in respect of the Card.
- If you wish to dispute a transaction on the Card you use, you must notify Business Cardholder and us in writing of your dispute within sixty (60) days of the transaction date.

ADDITIONAL TERM DETAILS

Please read these Terms carefully and retain a copy for your records. **IMPORTANT: These Terms include resolution of disputes by arbitration instead of in court and a class action waiver.**

Your use of the Card will be evidence that you acknowledge and agree to be bound by these Terms herein, as amended from time to time.

We will be using the following **definitions** in these Terms. If a term is not defined below, it has the meaning given to it within the section in which it is referenced.

'Applicable Law' means any statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that applies to you or us, or which governs our relationship, or any bylaw, operating rule or regulation of Mastercard.

'Balance' means an amount of funds that are loaded onto the Card, if any.

'Business Administrator' means any designated person authorized by Business Cardholder to administer the Business Account and associated Card Account(s), including without limitation designating Card Users, funding Card Accounts, and setting Card Account limitations.

'Business Cardholder' means the entity that has qualified for and established a Business Account and one or more Card Account(s) with us, who is permitted to provide the Card to you for use in your capacity as a **"Card User"** in the manner contemplated in these Terms.

'Card' means the Jeeves Mastercard* Card (which can be a virtual or physical card) issued by us to Business Cardholder that Business Cardholder permits you to use.

'Card User' means, under the Cardholder Agreement, an individual who has possession of a Card that has not been reported to us as lost, stolen or compromised, or who is otherwise authorized by the Business Cardholder to use a Card, and includes you if you are provided with a Card by or at the direction of Business Cardholder.

'Governmental Authority' means any Canadian 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 or any Person, property, transaction, activity, event or other matter related to these Terms. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority's underlying mandate, function or activity.

'Jeeves' refers to Jeeves Technologies (Canada), Inc., a British Columbia corporation that services the Program and hosts the Website, as part of its business of assisting Business Cardholders in managing corporate expenses, and its successors, affiliates or assignees.

'Jeeves Card Program' or 'Program' means the program through which we issue one or more Cards to the Business Cardholder for use by you, Business Cardholder, or Business Administrators to assist the Business Cardholder in managing corporate expenses.

'Jeeves Terms' mean any agreement(s) between Jeeves and any Business Cardholder or Card User that govern the provision of Jeeves

services.

'Mastercard' means Mastercard Incorporated, and its successors and assigns.

'Mastercard Conversion Rate' means the rate that we pay to Mastercard to convert foreign currency to United States currency.

'Peoples Trust' mean Peoples Trust Company, the issuer of the Card, or any of its Affiliates or their respective successors or assigns.

'Person' means an association, a corporation, an individual, a partnership, a trust, an unincorporated organization or any other entity or organization.

'Terms' means these terms and conditions applicable to Card User's use of the Card.

'We', 'us', or 'our' all mean Peoples Trust, Peoples Trust's service providers and third parties required to fulfill and manage the Card.

'Website' means "tryJeeves.com".

'You', 'your', or 'yours' mean you in your capacity as a Card User.

About the Card

The Card is owned by Peoples Trust and will remain the property of Peoples Trust. You agree that immediately upon request by us or by Business Cardholder, you will return the Card to us or Business Cardholder or destroy the Card as instructed. The Card is provided to you by Business Cardholder as contemplated in these Terms. You may not sell, transfer or assign the Card to a third party. You are restricted to one Card. The Card is not a credit card, charge card, debit card or deposit account. Usage of the Card alone will not enhance or improve your credit rating. No interest dividends or other earnings or returns will be paid on a Card. **Using the Card**

To use a Card you represent and warrant to us that: (a) you are at least 19 years of age (if you reside in British Columbia, New Brunswick, Newfoundland, Northwest Territories, Nova Scotia, Nunavut, and Yukon) or, if you reside in another province, at least 18 years of age; (b) you are a Canadian citizen or residing in Canada; (c) the information you provide to us or to Business Cardholder to provide to us, is truthful, accurate, current, and complete; (d) you are an active and current employee of the business; and (e) you received a copy of these Terms and agree to be bound by and to comply with them.

We will issue a Card to Business Cardholder that you may be permitted to use under these Terms. You may use the Card upon receipt and without prior activation.

If you receive a physical Card, you must sign the back of the physical Card delivered to you in the indicated signature area immediately upon receipt. You are required to activate the physical Card before you use it as described below in "**Activating a Card**".

The Card may not be used for any illegal purpose, including transactions for goods or services prohibited by Applicable Law. We may, at our sole discretion, deny any transaction, for any reason. We are not obligated to disclose those reasons to you.

If Business Cardholder does not approve payment on the Card of sufficient funds to pay for the full amount of a transaction, you may request the merchant conduct a split tender transaction. A split tender transaction is where you use the Card to settle 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, and your transaction is not approved for any reason, including insufficient funds available, the Card may be declined. The merchant does not have to and may not agree to accept split tender transactions.

Activating a Card

Virtual Cards are activated upon issuance. Whether or not a physical Card has an activation sticker adhered to the Card face, **the physical Card must be activated to use**. In order to activate a physical Card Business Cardholder provided to you to use, you will need to provide certain personal information to verify your identity as the Card User and then select a PIN.

Cancellation of the Card

We may cancel the Card and/or these Terms at any time and without prior notice to you if fraud is suspected or for any other reason. Business Cardholder (or its Business Administrator) may cancel the Card for any reason, and we are entitled to act on Business Cardholder's (or its Business Administrator's) instructions to do so. If the Card is terminated and you have not been requested to return it, you must destroy and securely dispose of it. Your obligations under these Terms continue after the destruction of the Card and cancelation of the Card. If charges continue to be made on the Card delivered to you to use as a Card User, or you attempt to use the Card after cancelation, we may pay for such transactions if instructed by Business Cardholder to do so. If these Terms or the Card are cancelled, your liability to Business Cardholder for any transaction, whether processed or settled before or after the Card is cancelled, will not be affected. Your liability to Business Cardholder for any transactions is governed by your agreements with Business Cardholder.

Transactions Made in Foreign Currencies

We may convert any transactions made in a foreign currency to United States dollars using the 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 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 the Card, the Mastercard Conversion Rate used to convert your refund to United States dollars for the Card is the applicable rate that we pay to Mastercard on the date of the refund. 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 the Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to the Card for that transaction.

Lost or Stolen Card and Unauthorized Use

You must take reasonable steps to protect the Card against loss, theft or unauthorized use. If the Card is lost, stolen or subject to unauthorized use, you must contact us immediately via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093. **Business Cardholder is responsible and liable to us for all Card transactions that are completed before we are notified that such an event has occurred and also if Business Cardholder approves transactions on any such Card. You may be liable to Business Cardholder for some or all such transactions. Your liability to Business Cardholder is subject to the terms of your agreements with Business Cardholder. THIS CARD IS NOT ELIGIBLE FOR PROTECTION UNDER ANY ZERO LIABILITY POLICY.** You agree to cooperate and assist with any attempts by us or by Business Cardholder to recover any loss suffered from unauthorized users and to assist in their prosecution. You acknowledge that you understand that if you do not comply with these Terms, other persons may be able to obtain information about you or the Card.

Complaints

You agree that we will not be liable in any way for any dispute arising out of the purchase of merchandise or services using the Card or any dispute about accessing Business Cardholder funds that Business Cardholder has agreed to make available for purchases by you. We are not responsible for any failure to supply, lack of suitability or quality of any goods or services purchased from any merchant through the use of the Card. We are not liable for any action or failure to act of the merchant or a refusal by any merchant to honour the Card whether or not such failure or refusal is a result of any error or malfunction of equipment used to effect an authorization of the Card. We 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 service providers' systems or equipment, or with a POS.

If you identify an error with a transaction, you must try to resolve the issue with the merchant as well as notify Business Cardholder. You may still be liable for payment of a disputed transaction to Business Cardholder. For information about such disputes, or how credits, if any, issued by merchant to the Card may be allocated against your debt obligations to Business Cardholder, you must contact Business Cardholder. Any amounts credited to the Card for returns will be treated by us as credits to and for the benefit of Business Cardholder as the Cardholder. Any obligation to extend the benefit of such amounts by returning funds to you or crediting funds against any obligation you may have to Business Cardholder is an issue solely between you and Business Cardholder and subject to your agreements with Business Cardholder.

If you wish to dispute any transaction or entry made with the Card, you must contact us immediately via the Website, by emailing

nam_support@tryjeeves.com, or by calling 1-416-871-2093.

If you are not satisfied with the customer service decision, you may also contact Peoples Trust by calling 1-855-694-6214, or following our complaint handling process, which can be found at

If for some reason we are unable to resolve your inquiry or concern relating to the Card, you may refer your inquiry or concern to the Ombudsman for Banking Services and Investments at 1-888-451-4519. You may also contact the Financial Consumer Agency of Canada (FCAC) in writing at 427 Laurier Ave. West, 6th Floor, Ottawa, ON K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 or through its website at www.fcac-acfc.gc.ca.

Disputes about your arrangements or any agreement with Business Cardholder should be directed to Business Cardholder. We will not become involved in any such dispute between you and Business Cardholder or between you and another party.

Notice of Data Protection and Privacy Policy

Personal Information Consent: You consent to the collection, use, disclosure and retention of your personal information by us for purposes relating to your activation and use of a Card, as otherwise described below and as otherwise permitted or required by Applicable Law. The collection of that information is necessary for the entering into and performance of these Terms. Therefore, if you do not consent to the collection, use, disclosure and retention of your personal information as described herein and in our privacy policy, you may not activate or use a Card. As explained below, you may withdraw your consent at any time by cancelling the Card. The restrictions and requirements described herein do not apply to information that is aggregated or otherwise de-personalized and does not identify you.

Collecting Your Personal Information: We may collect information about you (e.g. your name, address, telephone number and date of birth) when you activate a Card and, if a Card is used by you, we and our service providers will collect information about you and your use of the Card and related services, including information about Card transactions you initiate (e.g. the date, amount and place of each transaction) (all collectively "**Card User Information**").

From the date of these Terms throughout their term, we will collect your Card User Information directly from you and from other sources, including third party providers of identity verification, demographic and fraud prevention services and/or personal information agents.

How We Use, Retain, and Disclose Your Personal Information: We may collect, use, disclose and retain Card User Information for the purpose of performing our obligations and exercising our rights under our agreement with Business Cardholder or these Terms, including issuing, delivering or activating the Card, processing transactions and providing support relating to the Card, performing fraud risk management, complying with Applicable Law and attempting to locate the Card for return to us.

We may use, disclose and retain your Card User Information to verify your identity and to provide services relating to use of the Card (including to administer the Card and to process Card transactions), to protect against fraud and for legal compliance purposes, to perform and enforce these Terms, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law. We may disclose your Card User Information to our service providers to assist us to provide services to you and to provide related services to us. We will also disclose your Card User information to Business Cardholder as the Cardholder to facilitate Business Cardholder's administration of the loan they have granted to you and for other purposes agreed to between you and Business Cardholder.

We maintain physical, electronic and procedural security measures that comply with Canadian regulations to safeguard Card User Information.

We and our service providers may use and store your Card User Information at facilities in various countries (including Canada and the United States of America). As such, your Card User Information may be subject to foreign laws (which might be different from the laws of the jurisdiction in which you are located), and may be accessible to foreign courts, governments, law enforcement and regulatory agencies and security authorities without notice. 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 your jurisdiction. You hereby give your

consent to such cross-border transfers (including to the United States) of such personal information to third parties for the purpose set out above.

We will use and rely on your Card User Information to activate and administer the Card that Business Cardholder permits you to use and provide related services. We will rely on you to ensure that your Card User Information is accurate, complete and up to date. **You must promptly notify us (via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093) of any changes to your Card User Information or if you discover any errors in your Card User Information.** You may request access to your Card User Information we collect through Business Cardholder via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093. If such information is obtained from providers of identity verification data and demographic information and/or personal information agents, Business Cardholder will inform you of your right of access and rectification in relation to the file held by them 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.

We may use your Card User Information (including your telephone and mobile phone numbers and your email addresses) to contact you, including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialing systems) and instant messaging, regarding the Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

We may monitor and record our communications and correspondence with you (including emails, online chats and telephone calls) for quality assurance, staff training and legal compliance purposes.

Other Uses of Your Personal Information: In addition to the foregoing, if you consent to other third party collection or use of your personal information (including Card User Information) for their own purposes (not as Peoples Trust's service provider), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the third party.

Your Right to Access Your Personal Information: Individuals may obtain access to the Card User Information we hold about them at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about our privacy policies or to withdraw your consent to the collection, use and disclosure of your Card User Information and to cancel the Card and all related services, contact us via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093. If you withdraw your consent, we will continue to collect, use, disclose and retain your Card User Information for as long as may be reasonably required to perform services relating to the cancellation of the Card, to protect against fraud and for legal compliance purposes, to perform and enforce these Terms, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law.

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.

Peoples Trust'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/>.

Amendments to these Terms

You acknowledge that from time to time we may amend these Terms. Except as otherwise required by Applicable Law, Business Cardholder, as Cardholder, will notify you of any such amendments by updating these Terms on the Website or delivering such amendments electronically or otherwise.

No Warranty of Availability or Uninterrupted Use

From time to time Card services may be inoperative, and when that happens, you may be unable to use the Card. Please notify us (via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093) if you have any problems using the Card. You agree that we are not responsible for any interruption of service.

Disclaimer of Warranties and Limitation of Liability

Except as expressly otherwise provided in these Terms, neither Peoples Trust nor Peoples Trust's service providers make any representations or warranties of any kind to you, whether express or implied, regarding the services provided under these Terms, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose or those arising by statute or otherwise in law or from a course of dealing or usage of trade.

Limitation of Liability: Except as expressly required by these Terms or the Applicable Law, neither Peoples Trust nor Peoples Trust's service providers will be liable in any way for any dispute arising out of the purchase of merchandise or services using the Card or the failure of any merchant to honour the Card. Neither Peoples Trust nor Peoples Trust's service providers are responsible for any failure to supply, lack of suitability or quality of any goods or services purchased from any merchant through use of the Card, whether or not such failure or refusal is a result of any error or malfunction of equipment used to effect an authorization of the Card. Neither Peoples Trust nor Peoples Trust's service providers will be liable for any action or failure to act of any merchant or refusal by any merchant to honour the Card. Neither Peoples Trust nor Peoples Trust's service providers will 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 third-party systems, equipment or POS terminal.

Except as expressly required by these Terms or Applicable Law, neither Peoples Trust nor Peoples Trust's service providers will be liable to you for performing or failing to perform any obligation under these Terms unless we have acted in bad faith. Without limiting the foregoing, neither Peoples Trust nor Peoples Trust's service providers will be liable to you for delays or mistakes resulting from circumstances beyond our control, including, without limitation, acts of governmental authorities, national emergencies, epidemic or pandemic, public health emergency, communicable disease outbreak, insurrection, war, riots, failure of any merchant to perform or provide services, failure of any merchant to honour the Card, failure of Business Cardholder to fund the Card or approve transactions, failure of communication systems, equipment or systems. Not in limitation of the foregoing, neither Peoples Trust nor Peoples Trust's service providers will 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 Peoples Trust nor Peoples Trust's service providers are held liable to you, you will only be entitled to recover your actual 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, we do not warrant these channels to be available and error free at all times. You agree that we will not be liable for any interruptions in service, whether temporary or extended, due to maintenance or website changes or failures, or 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. **Neither Peoples Trust nor Peoples Trust's service providers will bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment.**

Arbitration of Disputes

Subject to all other terms set out in these Terms, and to the extent not prohibited by Applicable Law, you agree that any claim of any kind against Peoples Trust, Peoples Trust's service providers, or Mastercard arising from or related to the Card and its use: (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.

Entire Agreement

These Terms, including both the Information Disclosure Summary and the additional Terms, set out the entire agreement between the

parties with respect to the use of the Card. These Terms replace all prior agreements and understandings between you and us with respect to the Card.

Section Headings

Section headings in these Terms are for convenience of reference only and shall not govern the interpretation of any provision of these Terms.

Governing Law

To the extent not prohibited by Applicable Law, you agree with us that any claim or action brought pursuant to these Terms will be brought in the exclusive jurisdiction of the courts of British Columbia and these Terms will be construed in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Severability

If any part of these Terms 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 these Terms, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

English Language

The parties have expressly required that this Agreement, and any communications, other contracts, documents and notices relating to this Agreement be drafted in the English language only.

Les parties ont expressément exigé que la présente convention et toute communication, autres contrats, documents et avis qui y sont afférents soient rédigés dans la langue anglaise seulement.

®Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

Effective date: April 5, 2023.

Jeeves Mastercard® Card Program – Card User Terms and Conditions (CAD)

These Jeeves Mastercard Card Program – Card User Terms and Conditions (“**Terms**”) set out the terms and conditions applicable to the Jeeves Mastercard Card. **IMPORTANT: These Terms include resolution of disputes by arbitration instead of in court and a class action waiver.**

You agree to be bound by these Terms, which you must accept as a condition of using the Card. You agree that the ability to use the Card in the course of your relationship with Business Cardholder, and in accordance with these Terms, is of value to you and good consideration for your agreement to these Terms.

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- Business Cardholder is permitted to provide the Card to you for use in your capacity as a “**Card User**” in the manner contemplated in these Terms. Business Cardholder has an arrangement in place that permits Business Cardholder, or its Business Administrator, to instruct us whether or not to fund transactions initiated by you with the Card from funds provided to us in advance by Business Cardholder. Your ability to make purchases using the Card is subject to the terms and conditions of your agreements with Business Cardholder and transaction approval by Business Cardholder. We only fund transactions as instructed by Business Cardholder or its Business Administrator. You have no right to directly instruct us to load funds onto the

Card.

- We are not parties to any agreements between you and Business Cardholder and are not bound by the terms of any such agreement. We are not obligated to act to fulfil the obligations of any party under your agreements with Business Cardholder, even if we are made aware of the existence and terms of such agreement.
- We are not extending credit to you or Business Cardholder through the Card.
- Card transactions will only be funded if Business Cardholder has made funds available to us to settle the transactions in advance. If those funds have not been made available to us the transaction will be declined. We also have a general right to decline any transaction for any reason. In such case your sole recourse, if any, is against Business Cardholder. You will have no right of action against us or any service providers or third parties required to fulfill and manage the Card.
- Jeeves may offer and provide services to Business Cardholders and Card Users as a service to Business Cardholders, and not on behalf of Peoples Trust Company. Those services provided by Jeeves are subject to the Jeeves Terms between Jeeves and Business Cardholders or Card Users.

Card information and inquiries: If you have questions regarding your use of the Card, these Terms, or to lodge a complaint, you may contact us via the Website, by emailing nam_support@tryjeeves.com, or by calling **1-416-871-2093**.

Key Card features and restrictions:

- Card does not carry a balance loaded onto it. For information about the balance of funds you may be able to spend using the Card under your agreements with Business Cardholder, you must contact Business Cardholder.
- Card is only funded in amounts and for payment of specific transactions that are accepted for payment by Business Cardholder.
- Card Users are given possession of the Card for the purpose of initiating a transaction request to Business Cardholder.
- We do not charge Card Users any fees for the use of the Card. Some transactions could attract third party fees and charges, which could be reflected in transaction costs. Such third-party fees and charges are not within our power and control, are part and parcel of the cost of the transactions and you agree that such fees and charges will be included in the transaction amount processed on the Card for transactions you initiate. Your liability to Business Cardholder for any amounts paid to settle transactions on the Card, and fees, if any, are charged by Business Cardholder, is governed by your agreements with Business Cardholder.
- **Funds loaded onto a Card must be used within four (4) years after which time the Card will expire. Funds loaded on a Card that are not used will remain available to you for loading onto other Cards and your use in the Jeeves Card Program. If a Card expires before a legitimate charge is made, a new Card must be issued to make payment from the Settlement Funds** You cannot use the Card to access cash and have no right to make cash withdrawals using the Card.
- Only Business Cardholder or its Business Administrator may add funds to the Card or instruct us to add funds to a Card or pay transactions.
- You do not have the right to stop the payment of any transaction you initiate, allow, authorize or conduct with the Card.
- You may arrange to cancel the Card by contacting Jeeves customer service via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093.
- Each Card is subject to certain limits, as set out below. The limits are the lower of: (a) the limits set by the Business Cardholder or the Business Administrator and (b) the limits set forth by Peoples Trust.

Limits	
Maximum Spend Per Transaction	CAD \$500,000
Maximum Spend Per Day	CAD \$500,000
Maximum Spend Per Month	CAD \$500,000

Please also note: Card may be deactivated by us at any time if fraud is suspected related to the Card or use of the Card.

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

As a Card User of the Jeeves Card, you are only permitted to use the Card as allowed by Business Cardholder and in accordance with the Cardholder Agreement between Business Cardholder and us. You may be required to fulfill some of the obligations of the Cardholder, including those stipulated in these Terms and pursuant to your agreements with Business Cardholder.

Lost or stolen Card: You must take all reasonable steps to protect the Card against loss, theft, or unauthorized use. If the Card is lost or stolen or misused, you must contact us via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093. THIS CARD IS NOT ELIGIBLE FOR PROTECTION UNDER ANY ZERO LIABILITY POLICY. Business Cardholder is responsible and liable to us for all Card transactions that are completed before we are notified that such an event has occurred and also if Business Cardholder approves transactions on any such Card. You may be liable to Business Cardholder for some or all such transactions. Your liability to Business Cardholder is subject to the terms of your agreements with Business Cardholder.

Key Responsibilities under these Terms include:

- **You must take all reasonable steps to protect the Card (and PIN, if applicable) against loss, theft, or unauthorized use. If you suspect that the Card (or PIN), has been lost, stolen or misused, you must contact us and Business Cardholder (or its Business Administrator) immediately.**
- **You must surrender the Card to us or Business Cardholder immediately upon request by us.**
- **If your information associated with the Card changes, you must notify Business Cardholder or its Business Administrator of the change(s). Business Cardholder or Business Administrator will notify us.**
- **If you become aware that your information associated with the Card is incorrect, you must notify Business Cardholder or Business Administrator of the correct information. Business Cardholder or Business Administrator will notify us.**
- **If you find an error, omission, or indication of fraud or unauthorized use in any transaction record, you must immediately communicate your concern to us and your Business Cardholder (or its Business Administrator).**
- **You must comply with the requirements of these Terms, and you are responsible for your failure to do so.**
- **You will provide us with any information as may reasonably be requested by us for purposes of our compliance with Applicable Law, our fraud and legal compliance risk management policies and procedures applicable to the Card program, or as required to provide services in respect of the Card.**
- **If you wish to dispute a transaction on the Card you use, you must notify Business Cardholder and us in writing of your dispute within sixty (60) days of the transaction date.**

ADDITIONAL TERM DETAILS

Please read these Terms carefully and retain a copy for your records. **IMPORTANT: These Terms include resolution of disputes by arbitration instead of in court and a class action waiver.**

Your use of the Card will be evidence that you acknowledge and agree to be bound by these Terms herein, as amended from time to time.

We will be using the following **definitions** in these Terms. If a term is not defined below, it has the meaning given to it within the section in which it is referenced.

'Applicable Law' means any statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that applies to you or us, or which governs our relationship, or any bylaw, operating rule or regulation of Mastercard.

'Balance' means an amount of funds that are loaded onto the Card, if any.

'Business Administrator' means any designated person authorized by Business Cardholder to administer the Business Account and

associated Card Account(s), including without limitation designating Card Users, funding Card Accounts, and setting Card Account limitations.

'Business Cardholder' means the entity that has qualified for and established a Business Account and one or more Card Account(s) with us, who is permitted to provide the Card to you for use in your capacity as a **"Card User"** in the manner contemplated in these Terms.

'Card' means the Jeeves Mastercard* Card (which can be a virtual or physical card) issued by us to Business Cardholder that Business Cardholder permits you to use.

'Card User' means, under the Cardholder Agreement, an individual who has possession of a Card that has not been reported to us as lost, stolen or compromised, or who is otherwise authorized by the Business Cardholder to use a Card, and includes you if you are provided with a Card by or at the direction of Business Cardholder.

'Governmental Authority' means any Canadian 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 or any Person, property, transaction, activity, event or other matter related to these Terms. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority's underlying mandate, function or activity.

'Jeeves' refers to Jeeves Technologies (Canada), Inc., a British Columbia corporation that services the Program and hosts the Website, as part of its business of assisting Business Cardholders in managing corporate expenses, and its successors, affiliates or assignees.

'Jeeves Card Program' or 'Program' means the program through which we issue one or more Cards to the Business Cardholder for use by you, Business Cardholder, or Business Administrators to assist the Business Cardholder in managing corporate expenses.

'Jeeves Terms' mean any agreement(s) between Jeeves and any Business Cardholder or Card User that govern the provision of Jeeves services.

'Mastercard' means Mastercard Incorporated, and its successors and assigns.

'Mastercard Conversion Rate' means the rate that we pay to Mastercard to convert foreign currency to Canadian currency.

'Peoples Trust' mean Peoples Trust Company, the issuer of the Card, or any of its Affiliates or their respective successors or assigns.

'Person' means an association, a corporation, an individual, a partnership, a trust, an unincorporated organization or any other entity or organization.

'Terms' means these terms and conditions applicable to Card User's use of the Card.

'We', 'us', or 'our' all mean Peoples Trust, Peoples Trust's service providers and third parties required to fulfill and manage the Card.

'Website' means "tryJeeves.com".

'You', 'your', or 'yours' mean you in your capacity as a Card User.

1. About the Card

The Card is owned by Peoples Trust and will remain the property of Peoples Trust. You agree that immediately upon request by us or by Business Cardholder, you will return the Card to us or Business Cardholder or destroy the Card as instructed. The Card is provided to you by Business Cardholder as contemplated in these Terms. You may not sell, transfer or assign the Card to a third party. You are restricted to one Card. The Card is not a credit card, charge card, debit card or deposit account. Usage of the Card alone will not enhance or improve your credit rating. No interest dividends or other earnings or returns will be paid on a Card.

1. Using the Card

To use a Card you represent and warrant to us that: (a) you are at least 19 years of age (if you reside in British Columbia, New

Brunswick, Newfoundland, Northwest Territories, Nova Scotia, Nunavut, and Yukon) or, if you reside in another province, at least 18 years of age; (b) you are a Canadian citizen or residing in Canada; (c) the information you provide to us or to Business Cardholder to provide to us, is truthful, accurate, current, and complete; (d) you are an active and current employee of the business; and (e) you received a copy of these Terms and agree to be bound by and to comply with them.

We will issue a Card to Business Cardholder that you may be permitted to use under these Terms. You may use the Card upon receipt and without prior activation.

If you receive a physical Card, you must sign the back of the physical Card delivered to you in the indicated signature area immediately upon receipt. You are required to activate the physical Card before you use it as described below in "**Activating a Card**".

The Card may not be used for any illegal purpose, including transactions for goods or services prohibited by Applicable Law. We may, at our sole discretion, deny any transaction, for any reason. We are not obligated to disclose those reasons to you.

If Business Cardholder does not approve payment on the Card of sufficient funds to pay for the full amount of a transaction, you may request the merchant conduct a split tender transaction. A split tender transaction is where you use the Card to settle 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, and your transaction is not approved for any reason, including insufficient funds available, the Card may be declined. The merchant does not have to and may not agree to accept split tender transactions.

1. **Activating a Card**

Virtual Cards are activated upon issuance. Whether or not a physical Card has an activation sticker adhered to the Card face, **the physical Card must be activated to use**. In order to activate a physical Card Business Cardholder provided to you to use, you will need to provide certain personal information to verify your identity as the Card User and then select a PIN.

1. **Cancellation of the Card**

We may cancel the Card and/or these Terms at any time and without prior notice to you if fraud is suspected or for any other reason. Business Cardholder (or its Business Administrator) may cancel the Card for any reason, and we are entitled to act on Business Cardholder's (or its Business Administrator's) instructions to do so. If the Card is terminated and you have not been requested to return it, you must destroy and securely dispose of it. Your obligations under these Terms continue after the destruction of the Card and cancelation of the Card. If charges continue to be made on the Card delivered to you to use as a Card User, or you attempt to use the Card after cancelation, we may pay for such transactions if instructed by Business Cardholder to do so. If these Terms or the Card are cancelled, your liability to Business Cardholder for any transaction, whether processed or settled before or after the Card is cancelled, will not be affected. Your liability to Business Cardholder for any transactions is governed by your agreements with Business Cardholder.

Transactions Made in Foreign Currencies

We may convert any transactions made in a foreign currency to Canadian dollars using the 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 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 the Card, the Mastercard Conversion Rate used to convert your refund to Canadian dollars for the Card is the applicable rate that we pay to Mastercard on the date of the refund. 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 the Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to the Card for that transaction.

Lost or Stolen Card and Unauthorized Use

You must take reasonable steps to protect the Card against loss, theft or unauthorized use. If the Card is lost, stolen or subject to unauthorized use, you must contact us immediately via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-

2093. **Business Cardholder is responsible and liable to us for all Card transactions that are completed before we are notified that such an event has occurred and also if Business Cardholder approves transactions on any such Card. You may be liable to Business Cardholder for some or all such transactions. Your liability to Business Cardholder is subject to the terms of your agreements with Business Cardholder. THIS CARD IS NOT ELIGIBLE FOR PROTECTION UNDER ANY ZERO LIABILITY POLICY.** You agree to cooperate and assist with any attempts by us or by Business Cardholder to recover any loss suffered from unauthorized users and to assist in their prosecution. You acknowledge that you understand that if you do not comply with these Terms, other persons may be able to obtain information about you or the Card.

Complaints

You agree that we will not be liable in any way for any dispute arising out of the purchase of merchandise or services using the Card or any dispute about accessing Business Cardholder funds that Business Cardholder has agreed to make available for purchases by you. We are not responsible for any failure to supply, lack of suitability or quality of any goods or services purchased from any merchant through the use of the Card. We are not liable for any action or failure to act of the merchant or a refusal by any merchant to honour the Card whether or not such failure or refusal is a result of any error or malfunction of equipment used to effect an authorization of the Card. We 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 service providers' systems or equipment, or with a POS.

If you identify an error with a transaction, you must try to resolve the issue with the merchant as well as notify Business Cardholder. You may still be liable for payment of a disputed transaction to Business Cardholder. For information about such disputes, or how credits, if any, issued by merchant to the Card may be allocated against your debt obligations to Business Cardholder, you must contact Business Cardholder. Any amounts credited to the Card for returns will be treated by us as credits to and for the benefit of Business Cardholder as the Cardholder. Any obligation to extend the benefit of such amounts by returning funds to you or crediting funds against any obligation you may have to Business Cardholder is an issue solely between you and Business Cardholder and subject to your agreements with Business Cardholder.

If you wish to dispute any transaction or entry made with the Card, you must contact us immediately via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093.

If you are not satisfied with the customer service decision, you may also contact Peoples Trust by calling 1-855-694-6214, or following our complaint handling process, which can be found at

If for some reason we are unable to resolve your inquiry or concern relating to the Card, you may refer your inquiry or concern to the Ombudsman for Banking Services and Investments at 1-888-451-4519. You may also contact the Financial Consumer Agency of Canada (FCAC) in writing at 427 Laurier Ave. West, 6th Floor, Ottawa, ON K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 or through its website at www.fcac-acfc.gc.ca.

Disputes about your arrangements or any agreement with Business Cardholder should be directed to Business Cardholder. We will not become involved in any such dispute between you and Business Cardholder or between you and another party.

Notice of Data Protection and Privacy Policy

Personal Information Consent: You consent to the collection, use, disclosure and retention of your personal information by us for purposes relating to your activation and use of a Card, as otherwise described below and as otherwise permitted or required by Applicable Law. The collection of that information is necessary for the entering into and performance of these Terms. Therefore, if you do not consent to the collection, use, disclosure and retention of your personal information as described herein and in our privacy policy, you may not activate or use a Card. As explained below, you may withdraw your consent at any time by cancelling the Card. The restrictions and requirements described herein do not apply to information that is aggregated or otherwise de-personalized and does not identify you.

Collecting Your Personal Information: We may collect information about you (e.g. your name, address, telephone number and date of birth) when you activate a Card and, if a Card is used by you, we and our service providers will collect information about you and your use of the Card and related services, including information about Card transactions you initiate (e.g. the date, amount and place of each transaction) (all collectively "**Card User Information**").

From the date of these Terms throughout their term, we will collect your Card User Information directly from you and from other sources, including third party providers of identity verification, demographic and fraud prevention services and/or personal information agents.

How We Use, Retain, and Disclose Your Personal Information: We may collect, use, disclose and retain Card User Information for the purpose of performing our obligations and exercising our rights under our agreement with Business Cardholder or these Terms, including issuing, delivering or activating the Card, processing transactions and providing support relating to the Card, performing fraud risk management, complying with Applicable Law and attempting to locate the Card for return to us.

We may use, disclose and retain your Card User Information to verify your identity and to provide services relating to use of the Card (including to administer the Card and to process Card transactions), to protect against fraud and for legal compliance purposes, to perform and enforce these Terms, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law. We may disclose your Card User Information to our service providers to assist us to provide services to you and to provide related services to us. We will also disclose your Card User information to Business Cardholder as the Cardholder to facilitate Business Cardholder's administration of the loan they have granted to you and for other purposes agreed to between you and Business Cardholder.

We maintain physical, electronic and procedural security measures that comply with Canadian regulations to safeguard Card User Information.

We and our service providers may use and store your Card User Information at facilities in various countries (including Canada and the United States of America). As such, your Card User Information may be subject to foreign laws (which might be different from the laws of the jurisdiction in which you are located), and may be accessible to foreign courts, governments, law enforcement and regulatory agencies and security authorities without notice. 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 your jurisdiction. You hereby give your consent to such cross-border transfers (including to the United States) of such personal information to third parties for the purpose set out above.

We will use and rely on your Card User Information to activate and administer the Card that Business Cardholder permits you to use and provide related services. We will rely on you to ensure that your Card User Information is accurate, complete and up to date. **You must promptly notify us (via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093) of any changes to your Card User Information or if you discover any errors in your Card User Information.** You may request access to your Card User Information we collect through Business Cardholder via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093. If such information is obtained from providers of identity verification data and demographic information and/or personal information agents, Business Cardholder will inform you of your right of access and rectification in relation to the file held by them 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.

We may use your Card User Information (including your telephone and mobile phone numbers and your email addresses) to contact you, including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialing systems) and instant messaging, regarding the Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

We may monitor and record our communications and correspondence with you (including emails, online chats and telephone calls) for quality assurance, staff training and legal compliance purposes.

Other Uses of Your Personal Information: In addition to the foregoing, if you consent to other third party collection or use of your personal information (including Card User Information) for their own purposes (not as Peoples Trust's service provider), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the third party.

Your Right to Access Your Personal Information: Individuals may obtain access to the Card User Information we hold about them at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about our privacy policies or to withdraw your consent to the collection, use and disclosure of your Card User Information and to cancel the Card and all related services, contact us via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093. If you withdraw your consent, we will continue to collect, use, disclose and retain your Card User Information for as long as may be reasonably required to perform services relating to the cancellation of the Card, to protect against fraud and for legal compliance purposes, to perform and enforce these Terms, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law.

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.

Peoples Trust'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/>.

Amendments to these Terms

You acknowledge that from time to time we may amend these Terms. Except as otherwise required by Applicable Law, Business Cardholder, as Cardholder, will notify you of any such amendments by updating these Terms on the Website or delivering such amendments electronically or otherwise.

No Warranty of Availability or Uninterrupted Use

From time to time Card services may be inoperative, and when that happens, you may be unable to use the Card. Please notify us (via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093) if you have any problems using the Card. You agree that we are not responsible for any interruption of service.

Disclaimer of Warranties and Limitation of Liability

Except as expressly otherwise provided in these Terms, neither Peoples Trust nor Peoples Trust's service providers make any representations or warranties of any kind to you, whether express or implied, regarding the services provided under these Terms, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose or those arising by statute or otherwise in law or from a course of dealing or usage of trade.

Limitation of Liability: Except as expressly required by these Terms or the Applicable Law, neither Peoples Trust nor Peoples Trust's service providers will be liable in any way for any dispute arising out of the purchase of merchandise or services using the Card or the failure of any merchant to honour the Card. Neither Peoples Trust nor Peoples Trust's service providers are responsible for any failure to supply, lack of suitability or quality of any goods or services purchased from any merchant through use of the Card, whether or not such failure or refusal is a result of any error or malfunction of equipment used to effect an authorization of the Card. Neither Peoples Trust nor Peoples Trust's service providers will be liable for any action or failure to act of any merchant or refusal by any merchant to honour the Card. Neither Peoples Trust nor Peoples Trust's service providers will 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 third-party systems, equipment or POS terminal.

Except as expressly required by these Terms or Applicable Law, neither Peoples Trust nor Peoples Trust's service providers will be liable to you for performing or failing to perform any obligation under these Terms unless we have acted in bad faith. Without limiting the foregoing, neither Peoples Trust nor Peoples Trust's service providers will be liable to you for delays or mistakes resulting from circumstances beyond our control, including, without limitation, acts of governmental authorities, national emergencies, epidemic or pandemic, public health emergency, communicable disease outbreak, insurrection, war, riots, failure of any merchant to perform or

provide services, failure of any merchant to honour the Card, failure of Business Cardholder to fund the Card or approve transactions, failure of communication systems, equipment or systems. Not in limitation of the foregoing, neither Peoples Trust nor Peoples Trust's service providers will 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 Peoples Trust nor Peoples Trust's service providers are held liable to you, you will only be entitled to recover your actual 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, we do not warrant these channels to be available and error free at all times. You agree that we will not be liable for any interruptions in service, whether temporary or extended, due to maintenance or website changes or failures, or 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. **Neither Peoples Trust nor Peoples Trust's service providers will bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment.**

Arbitration of Disputes

Subject to all other terms set out in these Terms, and to the extent not prohibited by Applicable Law, you agree that any claim of any kind against Peoples Trust, Peoples Trust's service providers, or Mastercard arising from or related to the Card and its use: (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.

Entire Agreement

These Terms, including both the Information Disclosure Summary and the additional Terms, set out the entire agreement between the parties with respect to the use of the Card. These Terms replace all prior agreements and understandings between you and us with respect to the Card.

Section Headings

Section headings in these Terms are for convenience of reference only and shall not govern the interpretation of any provision of these Terms.

Governing Law

To the extent not prohibited by Applicable Law, you agree with us that any claim or action brought pursuant to these Terms will be brought in the exclusive jurisdiction of the courts of British Columbia and these Terms will be construed in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Severability

If any part of these Terms 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 these Terms, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

English Language

The parties have expressly required that this Agreement, and any communications, other contracts, documents and notices relating to this Agreement be drafted in the English language only.

Les parties ont expressément exigé que la présente convention et toute communication, autres contrats, documents et avis qui y sont afférents soient rédigés dans la langue anglaise seulement.

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Effective date: April 18, 2023.