Jeeves Mastercard® Cardholder Agreement - CANADIAN DOLLAR

The following terms and conditions of this Agreement apply to the Jeeves Mastercard Card ("**Card**").

By activating or using any Card, or providing a Card to a Business Administrator or Card User, you are agreeing to these terms and conditions in respect of each Card. Cards are issued to you, Business Cardholder, and may be administered by Business Administrators and used by Card Users to initiate transactions on your Card.

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

Card Issuer: Cards are issued by Peoples Trust Company under licence by Mastercard International Incorporated.

Card information and inquiries: If you have questions regarding your Business Account or the Cards, including the Balance on a Card, these terms and conditions, or want to make a complaint, you may contact Jeeves customer service via the Website, by email to nam_support@tryjeeves.com, or by calling **1-416-871-2093.**

Key Card features and restrictions:

Cards are either a physical or virtual card. If a virtual card, the Card number will be made available to you via the API, which you may make available to your Business Administrator or Card Users.

Cards do not carry a Balance when issued.

Card transactions are paid from the Settlement Funds held in your Business Account you provide to us to fund the Jeeves Card Program.

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 are subject to the Jeeves Terms between Jeeves and Business Cardholders or Card Users.

We do not charge fees for the use of a Card. You may be charged a third-party fee by certain third parties, including retailers and financial institutions involved in the Card transaction. Such third-party fees and charges are not within our power and control. Third-party fees are part of the cost of the transaction and will be reflected in transaction costs for Card usage. You agree and authorize us to pay such fees and charges, if any, from the Settlement Funds held in your Business Account.

Business Cardholders and Card Users must be of the age of majority in the jurisdiction where they reside. Business Cardholders and Card Users must be a Canadian citizen or residing in Canada.

Only you or your Business Administrator may add funds from the Settlement Funds to a Card Account.

Neither you, your Business Administrator, nor a Card User has a right to stop the payment of any Card transaction once it has been initiated.

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.

Cards may not be used to access or receive cash or to make cash withdrawals.

Cards may not be used to commit or facilitate illegal activity.

Cards are not eligible for protection under any zero liability policy.

You or your Business Administrator may cancel a Card by contacting us 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	
Max spend per transaction:	**CAD $500,000**
Max spend per day:	**CAD $500,000**
Max spend per month:	**CAD $500,000**

Fraud: A Card may be deactivated by us at any time if fraud or any other illegal or prohibited activity is suspected related to a Card or use of a Card.

Card expiry and access to funds: Your right to use the funds loaded on the Card does not expire. The Card has an expiry date printed on the front. **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.**

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

Lost or stolen Card: You must take all reasonable steps to protect a Card against unauthorized use. If a Card is misused, you must immediately notify us via our Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093. You are responsible and must pay for all Card transactions, without limitation, that are completed before you notify us and also for all Card transactions that you approve on any Card even after you have notified us.

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

Key Responsibilities, as Business Cardholder, under this Agreement includes:

You must take all reasonable steps to protect the Cards (and PIN, if applicable) against unauthorized use. If you suspect that a Card has been or may be misused, you must disable or prevent use of such Card and notify us immediately.

You must disable or prevent use of a Card immediately upon request by us.

If any information associated with a Card changes, including Business Administrator or Card User information, you must notify us of the change(s).

If you become aware that the information associated with a Card is incorrect, you must notify us of the correct information.

If you find an error, omission, or indication of fraud or unauthorized use in any transaction record, you must immediately communicate your concerns to us, by calling the customer service number. Please provide all relevant information related to the transaction, including, the Card User and Card information.

You agree and shall be responsible for notifying your Business Administrator and Card Users of their authority and obligation under this Agreement and the Card User Terms and Conditions. You agree and shall be responsible for ensuring your Business

Administrator and each Card User complies with this Agreement and the Card User Terms and Conditions. Each Card User must accept this Agreement and the Card User Terms and Conditions to receive and use a Card. You must indemnify us against any and all claims of any kind by any Business Administrator and Card User in relation to their participation in the Jeeves Card Program and the use of a Card.

You agree to collect and provide us with information about you, your Business Administrator, and your Card Users as may reasonably be requested by us from time to time or as stipulated in policies and procedural requirements we provide to you. You will collect and provide us with any Card User information required for 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 a Card. To the extent Applicable Law requires us to collect and keep records of Card User information,

you agree to collect and retain that information as our agent and provide it to us promptly upon request.

You must obtain valid consent of each of your representatives, your Business Administrator, a Card User or Card User representatives, to share their personal information with us as contemplated in this Agreement.

If you wish to dispute a transaction on your Card, you must notify us in writing of your dispute within sixty (60) days of the transaction date.

DETAILED TERMS AND CONDITIONS:

Definitions

For the purposes of this Agreement only, the following terms will have the meanings set forth below:

'Affiliate' an entity is an "affiliate" of another entity in this Agreement, if one of them is controlled by the other or both are controlled by the same person or entity. For purposes of this definition, a person or entity controls an entity if that person or entity has any direct or indirect influence that, if exercised, would result in control in fact over the other entity.

'Agreement' means the terms and conditions in this Jeeves Mastercard Cardholder Agreement between Peoples Trust Company and you and all documents that are expressly referred to herein, which governs the Jeeves Card Program and the use of Cards, as amended from time to time.

'Amendment' refers to any change to a term or condition of this Agreement or the addition of a new term or condition, including increasing or adding new fees.

'**API**' means the application programming interface which we will make available to you to allow you to provide Card Users with access to Cards or deliver Card details to you, the Business Administrator or Card User to process payment against Cards.

'Applicable Law' means the law that applies to you or us, or which govern our relationship, including but not limited to, as applicable, the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, Canada's Anti-Spam Legislation (CASL), or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Peoples Trust and the Program Manager are subject to, or any bylaw, operating rule or regulation of Mastercard, including any requirement to comply with PCI DSS.

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

'**Business Account'** means the records we maintain to account for the value for the funds available for associated Cards issued at your or your Business Administrator's request and the Card Accounts for such Cards.

'**Business Administrator'** means any designated person authorized and employed by you, the Business Cardholder, to administer the Business Account and associated Card Account(s) on the Business Cardholder's behalf in connection with this Agreement, including without limitation designating Card Users, funding Card Accounts, and setting Card Account limitations.

'**Business Cardholder'**, '**you'** or '**your'** means the entity that has qualified for and established a Business Account and one or more Card Account(s).

'Canada's Anti-Spam Legislation (CASL)' means an Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada), and its regulations, as may be amended from time to time.

'Card' means each Jeeves Mastercard issued in the Jeeves Card Program; a physical or virtual card, issued by us to Business Cardholder, and which Business Cardholder may permit to be used by a Card User to pay for transactions. Any references to Card, includes the Card number.

'**Card Account**' means a sub-account of the Business Account and the records maintained by us for each Card associated with the Business Account that is requested by the Business Cardholder or any Business Administrator.

'**Card User**' means any person or entity that is provided with a Card by or at the request of the Business Cardholder for use or to make payments through the Card Program, or any person or entity 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 Cardholder to use a Card.

'Governmental Authority' means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, court, 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 Peoples Trust's service providers 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.

'**Jeeves**' refers to Jeeves Technologies (Canada), Inc., a British Colombia 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, your Business Administrator or Card Users 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.

'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.

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

'**Program Manager**' means Marqeta, Inc. or any of its Affiliates.

'**Settlement Funds**' means the Canadian currency funds transferred to and held in your Business Account for purposes of settling Card transactions.

'Transaction Amount' is the amount that is debited from the Balance in connection with the use of a Card to purchase goods or services, which includes the amount of the Balance to be transferred, the taxes, if any, and any third-party fees imposed and that must be paid to complete the transaction.

'We', **'us'**, and **'our'** mean Peoples Trust, and as applicable, third-party service providers to Peoples Trust, including the Program Manager, when acting in that capacity to manage some or all of the Card Program for Peoples Trust.

"Website" means tryJeeves.com.

Acceptance: This Agreement constitutes a binding agreement between you and us with respect to the terms of use of each Card, including use by Business Administrator and each Card User, and the Jeeves Card Program. You agree and shall ensure the Business Administrator and each Card User is made aware of the rights and restrictions that apply to participation in the Jeeves Card Program and use of a Card under this Agreement. You agree and shall ensure the Business Administrator and each Card User complies with this Agreement. You also agree and shall ensure that each Card User agrees to the Jeeves Mastercard – Card User Terms and Conditions in a form approved by Peoples Trust and agree that you will comply with all requirements of Applicable Law when obtaining agreement to those terms and conditions from your Card Users.

The Card: The Card is a Mastercard that can be used at any merchant that accepts Mastercard, subject to the limitations set out in this Agreement on the manner of use, including those in the Information Disclosure Summary above.

Activating the Card: The Card cannot be used for any purpose until it has been activated. Virtual Cards are activated upon issuance and must be added to a mobile wallet for use. To activate your physical Card, follow the instructions provided on or with the Card. Whether or not the Card has an activation sticker adhered to the Card face, you must sign the back of the Card and select a PIN.

Ownership and Use of the Cards: You represent and warrant to us and agree that: (a) you will not permit any Card User to use a Card unless: (i) the Card User is of the age of majority in the jurisdiction which they reside; and (ii) the Card User is a Canadian citizen or residing in Canada; (b) the Card User is an active and current employee of your business; (c) the information you provide about Card Users is or will be truthful, accurate, current, and complete, and we may rely upon it; (d) you received a copy of this Agreement and agree to be bound by and to comply with its terms; (e) you provided a copy of the Jeeves Mastercard - Card User Terms and Conditions to all Card Users and each Card User has agreed to be bound by its terms; and (f) you accept each Card for use in accordance with the terms of this Agreement, or use by Card Users in accordance with the requirements of this Agreement and the Jeeves Mastercard - Card User Terms and Conditions.

We will issue physical or virtual Cards that you may provide to a Card User to use. Card User may use the virtual Card upon receipt. Subject to the limitations in the chart entitled “Limits” in the Information Disclosure Summary above, each Card can be used to pay the full Transaction Amount from merchants who accepts Mastercard, including applicable taxes. Each Card is, and will remain, our property. The Card is not a credit card, charge card, or debit card. No interest, dividends or other earnings or returns will be paid on the Business Account, a Card Account, a Card, or a Balance. The Business Account, a Card Account, a Card and Balance is not a deposit account and neither you nor any Card User may write cheques on the outstanding Balance. We shall have no obligation to any Card User or to you relating to any contract or arrangement between you and a Card User. We are not parties to your agreements with any Card User or any agreements between you, or a Card User, and any third-party. We are not bound by the terms of any such agreements, nor are we obligated to act to fulfil any other person’s obligations under such agreement, even if we are made aware of the existence and terms of such agreement.

When the Card is used to make a purchase, the Transaction Amount will be deducted from the available Settlement Funds loaded as Balance on the Card or, otherwise, associated with the Jeeves Card Program. Use of the virtual card shall have the same legal and binding effect on you, as if a physical Card were used in person, verified by an authorized signature or personal identification code confirming authority to charge the Card for the full Transaction Amount. You agree that, if a merchant requires that you sign a sales draft, we are not required to verify your 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.

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 Balance will not cover the Transaction Amount plus the additional pre-authorization percentage.

A pre-authorization will place a hold on an amount of your available Card funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of that final payment amount will be released. The time it takes for a pre-authorization hold to be removed may vary depending on the merchant.

During the hold period, you will not have access to the pre-authorized amount.

You will be solely and completely responsible for the possession, use and control of each Card. **You must disable or delete a Card immediately upon request by us.** The Cards are issued to you only. If you allow another person, including a Card User or Business Administrator, to use a Card, you agree, to the extent permitted by Applicable Law that you will be liable for all transactions arising from use of a Card.

We are not liable to you or a Card User for declining authorization for any particular transaction, regardless of our reason, including but not limited to if there are insufficient Settlement Funds or Balance to pay for the transaction. If for any reason a Card transaction is processed when there are insufficient funds loaded on the Card or other Settlement Funds, you agree to make immediate payment to us to cover the Transaction Amount.

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

You represent and agree that the Cards are issued to you for a business purpose only.

You agree that we may treat every instruction we receive as being initiated by or from you or persons authorized by you to provide instructions, including your Business Administrator or Card User, and as a valid and authorized instruction by you to process and pay for Card transactions from funds loaded on the Card or otherwise from the Settlement Funds unless we have been notified of a risk of fraud or unauthorized use and had opportunity to deactivate the Card.

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, visit the Website. The 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.

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 Account. 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.

Protection Against Unauthorized Use: If a Card is lost, stolen or subject to unauthorized use, you must notify us immediately and provide us with the Card number and answer an identifying question. If you lose or misdirect the Card, someone might be able to use the Balance on the Card. You are responsible and must pay for all Card transactions that are completed before you notify us by calling 1-416-871-2093. Those transactions will be binding on and payable by you as if made by you or with your lawful authorization. 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. As a condition to any reimbursements made or to be made, if you are entitled to receive one, and to the extent permitted by Applicable Law, you agree to cooperate and assist with any attempts by us to investigate and recover from unauthorized users and to assist in prosecution of recovery claims.

Notification and Changes to the Agreement: You acknowledge that from time to time we may amend this Agreement. Use of a Card subsequent to such amendments shall constitute acceptance of the amended Agreement.

You are responsible for (i) informing us of any change in your mailing or email address, by contacting customer service via the Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093, and (ii) for regularly checking the Website for notifications of amendments to the Agreement. Notice will be deemed to be received by you five (5) days after mailing, the next business day after sending an electronic mail or other electronic message or posting notice of amendment on the Website. You are solely responsible for notifying Card Users of any changes to this Agreement which may affect the Card User's rights or obligations with respect to a Card and agree that you shall make reasonable and timely efforts to do so.

Peoples Trust's Privacy Policy 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/**.

Personal Information Consent: By requesting a Card, you consent to the collection, use, disclosure and retention of your personal information, or personal information of your personal representatives, if any, by Peoples Trust and Peoples Trust's third-party service

providers for purposes relating to your request for a Card and your use of a Card, for the establishment and operation of the Jeeves Card Program and as otherwise described below. The collection of that information is necessary for the entering into and performance of this Agreement. The restrictions and requirements described herein do not apply to information that is aggregated or otherwise de personalized and does not identify an individual.

By accepting these terms and conditions, you represent and warrant that you and your personal representatives have provided valid consent to the collection, use and disclosure of their personal information as contemplated in this Agreement. References to "you" in this section, and any provision of this Agreement dealing with collection, use and disclosure of personal information, shall include all such individuals.

What We Collect: Peoples Trust and Peoples Trust's service providers may collect personal information about you and your personal representatives (e.g., their name, address, telephone number and date of birth) when a Card is requested, when a Card is issued to you, or in respect of the establishment and operation of the Jeeves Card Program. Peoples Trust and Peoples Trust's third-party service providers may collect personal information about you and your personal representatives, including information about Card transactions, e.g., the date, amount and place of each transaction) (all collectively "**Cardholder Information**"). **From the date of this Agreement and throughout its term, we will collect your Cardholder Information directly from you, your personal representatives, and from other sources, including third party providers of identity verification, demographic and fraud prevention services, publicly available sources, such as internet sites, government agencies, and registries, for the purposes described herein.**

How We Use, Retain, and Disclose Personal Information: We will use, disclose and retain Cardholder Information to process requests for a Card (including to verify your identity) and, if a Card is issued to you, to provide you with services relating to your Card (including to administer your Card and to process Card transactions), to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law. Peoples Trust will disclose your Cardholder Information to Peoples Trust's service providers to assist us to provide services to you and to provide related services to us.

We may use and store your Cardholder Information at facilities in various countries (including Canada and the United States of America). The personal information protection laws of those countries might be different from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities in those countries to access your Cardholder Information without notice. The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your 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 for the purpose set out above.**

We will rely on you to ensure that your Cardholder Information is accurate, complete and up to date. **You will promptly inform us (by contacting customer service on our Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093 of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information.** We may use your Cardholder 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 your Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

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

Safeguarding Personal Information: We protect personal information in our possession or control from loss, theft, alteration and misuse. We maintain physical, electronic and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information. 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.

Other Uses of Personal Information: In addition to the foregoing, if you consent to other parties, whether they are participating in the Jeeves Card Program and its administration or otherwise, collecting, using or disclosing your personal information (including Cardholder 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 those parties, 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 Personal Information: Individuals may obtain access to the Cardholder 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 policy or to withdraw your consent to the collection, use and disclosure of your Cardholder Information and to cancel your Card and all related services from us, contact customer service via our Website, by emailing nam_support@tryjeeves.com, or by calling **1-416-871-2093.** If Cardholder Information is obtained from personal information agents (such as 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. If you withdraw your consent, we will continue to collect, use, disclose and retain your Cardholder Information for as long as may be reasonably required to perform services relating to the cancellation of your Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law.

Card User and Business Administrator Information: We may collect, use, disclose and retain information concerning Card Users and Business Administrator ("Card User Information") for the purpose of performing our obligations and exercising our rights under this Agreement, including issuing cards for the Card Program, processing transactions and providing support for the Card Program, performing fraud risk management, complying with Applicable Law and locating and obtaining the return of any Cards we have issued and request be returned to us. You will obtain, in accordance with Applicable Law, and maintain reliable records of, all necessary legally valid and informed consents, authorizations and rights from each Card User so that you may lawfully provide their Card User information to us, and we may lawfully collect, use, disclose and retain such Card User Information for each of the foregoing purposes. You agree to provide us with such records promptly upon request.

Disputes: **If you believe a transaction on a Card account is incorrect, you must notify us in writing of your dispute within sixty (60) days of the transaction date by submitting a request on the Website.** If there is any dispute in regard to purchases made using a Card, you agree that such disputes must be settled between you or the Card User and the merchant from whom the purchase was made or between you and the Card User, as the case may be. We are not responsible for any problems you or a Card User may have with any goods or services purchased with a Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If funds

have been reloaded onto your Card following the processing and approval of a chargeback request, you can contact us to request a refund of the funds that were reloaded onto your Card.

Arbitration (not applicable to residents of Quebec): Any dispute between the parties arising from or related to this Agreement shall be resolved by final and binding arbitration administered by ICDR Canada under its Canadian Arbitration Rules by a sole arbitrator appointed in accordance with those Rules. The place of arbitration shall be Vancouver, British Columbia, Canada.

Complaints: If you have a complaint or inquiry about any aspect of a Card, you may first attempt to resolve the complaint or inquiry via our Website, by emailing nam_support@tryjeeves.com, or by calling 1-416-871-2093. If customer service is unable to resolve the complaint or inquiry to your satisfaction, you may call us at **1-855-694-6214** or submit your complaint or inquiry through the form found at **http://www.peoplestrust.com/en/about-us/contact/**. We will do our best to resolve your complaint or inquiry.

The Financial Consumer Agency of Canada (FCAC)

The Financial Consumer Agency of Canada supervises all federally regulated financial institutions, which includes trust and loan companies, for compliance with federal consumer protection laws. Trust and loan companies are legally required to have a complaint-handling process in place. If you have a problem with a financial product or service, you may file a complaint with the responsible trust and loan company directly.

If you are not satisfied with how your complaint has been handled or 90 days has passed since you made your complaint, you can escalate the complaint to the following External Complaints Body:

Ombudsman for Banking Services and Investments at 1-888-451-4519 or https:\\www.obsi.ca for resolution.

If you want to know your rights or need information about the complaint-handling process of a trust and loan company, you may contact FCAC by online form, mail, or telephone. FCAC uses information from consumer enquiries to support its mandate.

Web site: http://www.canada.ca/fcac.
Online form: https://www.canada.ca/en/financial-consumer-agency/corporate/contact-us.html .

Phone:

For service in English: 1-866-461-FCAC (3222).

For service in French: 1-866-461-ACFC (2232).

For calls from outside Canada: 613-960-4666.

Teletypewriter (TTY): 1-866-914-6097 / 613-947-7771.

Video Relay Service: FCAC welcomes Video Relay Service (VRS) calls. You do not need to authorize the relay service operator to communicate with FCAC. Visit https://srvcanadavrs.ca/en/ to learn more.

Mailing address: Financial Consumer Agency of Canada, 427 Laurier Avenue West, 5th Floor, Ottawa ON K1R 7Y2.

Our complaints policy can be found online at: https://www.peoplestrust.com/en/about-us/resolving-your-concerns/

Cancellation: We may cancel use of a Card or any features or services or terminate this Agreement without cause upon prior written notice to you at least sixty (60) days in advance, provided that you are not in default of your obligations under this Agreement. Written notice will be provided to you at the most recent mailing or email address that we have on record for you or by posting notice of cancellation or termination on the Website. You may at any time terminate this Agreement by contacting customer service.

Despite any termination of this Agreement, you must fulfil all of your obligations under this Agreement.

No Warranty of Availability or Uninterrupted Use: FROM TIME TO TIME CARD SERVICES MAY BE INOPERATIVE, AND WHEN THIS HAPPENS, YOU MAY BE UNABLE TO USE YOUR CARD. PLEASE NOTIFY US (AT 1-416-871-2093) IF YOU HAVE ANY PROBLEMS

USING YOUR CARD. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE.

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 a 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, NEITHER PEOPLES TRUST NOR PEOPLES TRUST'S SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.**

Limitation of Liability: EXCEPT AS EXPRESSLY REQUIRED BY THIS AGREEMENT 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 THIS AGREEMENT UNLESS PEOPLES TRUST OR PEOPLES TRUST'S SERVICE PROVIDERS 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 ANY CIRCUMSTANCES WHATSOEVER 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 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, 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. IF PEOPLES TRUST OR PEOPLES TRUST'S SERVICE PROVIDERS 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.

INDEMNITY: YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS PEOPLES TRUST AND PEOPLES TRUST'S SERVICE PROVIDERS, THEIR RESPECTIVE AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OTHER REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, COMPLAINTS, DEMANDS, INVESTIGATIONS, ACTIONS, SUITS AND PROCEEDINGS BY ANY PERSON, INCLUDING ANY

REGULATORY AUTHORITY OR CARD USER (EACH A "THIRD PARTY CLAIM/PROCEEDING") AND ALL RESULTING LIABILITIES AND OBLIGATIONS (INCLUDING DAMAGES, ADMINISTRATIVE MONETARY PENALTIES, FINANCIAL SANCTIONS, SETTLEMENT PAYMENTS, EXPENSES AND COSTS, INCLUDING LEGAL FEES) ARISING FROM, CONNECTED WITH OR RELATING TO ANY OF THE FOLLOWING: (A) THE USE OF A CARD BY YOU OR ANY OTHER PERSON; OR (B) ANY NEGLIGENCE, MISCONDUCT OR BREACH OF THIS AGREEMENT BY YOU OR ANY PERSON FOR WHOM YOU ARE RESPONSIBLE UNDER THIS AGREEMENT OR AT LAW. NOTWITHSTANDING THE FOREGOING, THE INDEMNIFIED PARTIES RETAIN THE RIGHT TO PARTICIPATE (WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE) IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD-PARTY CLAIM/PROCEEDING.

Website and Availability: We do not warrant that the Website, customer service number or other operational and communications channels will 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; Submission of Jurisdiction: This Agreement 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. Subject to the arbitration agreement above, the parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia.

Section Headings: Section headings in this Agreement are for convenience of reference only and will not govern or affect 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.

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.

Contact Information: If you have questions regarding a Card, or need to report a lost or stolen Card, you may contact us via our Website, by emailing nam_support@tryjeeves.com, or by calling **1-416-871-2093.**

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