



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

Cardholder Agreement

We Financial®
Visa* Prepaid Card

Welcome to We Financial!

The following terms and conditions apply to your use of the We Financial Visa Prepaid Card.

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

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

Card issuer: This Card is issued by Peoples Trust Company pursuant to licence from Visa International Incorporated.

Card information and balance: For up-to-date Card terms and conditions, to obtain the expiry date of the Card, if you have questions regarding the Card Balance, or to log a complaint, you may call customer service at **1-855-887-3946** or visit **www.wefinancial.ca** or download the WeGo™ mobile application from the Apple Store®¹ or Google Play™². You can also sign up to have email or web-based SMS text alerts sent to you.

Card restrictions:

- Cardholders are restricted to one Card per person, with up to two (2) additional Cards on the same account.
- Use of the Card in certain countries may be restricted by law.
- You do not have the right to stop the payment of any transaction you conduct with the Card.
- You may not add funds to the Card via wire transfer.
- Cash back transactions with your Card are not permitted.
- You may not use your Card to commit or facilitate illegal activity.
- We may, in our sole discretion, cancel or suspend any features or services of the Card at any time, with or without cause, with thirty (30) days' notice to you or as otherwise required by Applicable Law.
- You also agree that the Card is for your use only, and that the Card will not be given to, or used by or on behalf of a third party.
- The Card is subject to maximum transaction limits, as set out below. Peoples Trust Company may change these limits in accordance with Applicable Law and will post notice on **www.wefinancial.ca** at least thirty (30) days in advance of the date such change is to come into effect. The change will take effect on the date indicated in the notice. Your continued use of the Card, after the change to the limits has come into effect, will be taken as your acceptance of that change.

Limits		Standard	Exception³
Maximum Card Balance		\$20,000.00	\$100,000.00
Minimum Load to Card		\$25.00	\$25.00
Maximum Daily Load to Card	Cash	\$2,500.00	\$2,500.00
	Cheque	\$10,000.00	\$100,000.00
Maximum Aggregated Loads per Day		\$10,000.00	\$100,000.00
Maximum Amount of Loads every 7 Days		\$20,000.00	\$100,000.00
Maximum Card to Card Transfer Amount per Transaction		\$10,000.00	\$20,000.00
Maximum Daily Spend at Point-of-Sale		\$10,000.00	\$20,000.00
Maximum Daily ATM Withdrawal		\$1,500.00	\$2,500.00
Maximum Daily Combined Spend and Cash Withdrawal		\$11,500.00	\$22,500.00

³We reserve the right to permit these limits for certain Cards, when and if we have determined that our conditions have been met.

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

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

Fees⁴		
Initial sign-up (new card)		FREE
Card Maintenance fee (Deducted on the first day of every month)		\$4.95
Load funds	PayDirect	FREE
	Value Reload (in-store)	\$3.00
POS purchase		FREE
Foreign exchange charge		2.50%
Card to Card Transfer ⁵		\$3.00
Withdraw funds (ATM ⁶) – Canada & International		\$2.50 ⁷
Access card information	SMS / Email Alerts [Standard text messaging rates may apply]	FREE
	Website	FREE
	IVR	\$1.00
	Live agent (per call)	\$2.50
Replacement (lost or stolen) Card		\$10.00
Instant Issuance Replacement Card		\$15.00
Additional Card		\$10.00

⁴Subject to change. See terms and conditions below for details.

⁵Fee will be paid by the recipient of the transfer.

⁶Additional fees may be charged for use of ATMs by ATM operators, over which we have no control.

⁷One ATM withdrawal free per month for Cardholders receiving monthly PayDirect.

Card expiry and access to funds: Your right to use the funds loaded on the Card does not expire. If funds remain on the Card after the expiry date, contact customer service for directions on how to receive a replacement Card. When your Card is within ninety (90) days of expiry, a new personalized replacement Card will be sent to you at your last address on our files or delivered to your local Post Office for pick up. The Balance will be automatically transferred to your new Card, which can be used once activated by calling **1-855-887-3946** or visiting **www.wefinancial.ca**.

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

Lost or stolen Card or PIN: You must take all reasonable steps to protect the Card and/or PIN against loss, theft, or unauthorized use. You should not maintain a written record of, or disclose the PIN to a third party, including family members and friends. **If you lose the Card and/or PIN or you become aware that the PIN may have become known to someone else, you must IMMEDIATELY suspend your Card in the mobile application and call customer service at 1-855-887-3946. Avoid PIN combinations that may be easily guessed by others. All transactions carried out on the Card before you notify We Financial will be considered to have been made by you.**

If you forget the PIN, you can reset your PIN by calling customer service at **1-855-887-3946** or visiting **www.wefinancial.ca**. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please call customer service for assistance. If the PIN is disabled, or if a merchant does not accept chip and PIN transactions, you will be required to sign for any transactions at merchants, if this is supported by and acceptable to the merchant. We reserve the right to investigate the validity of any claim, including asking for verification of your identity. We may also require you to provide a written claim signed under oath. You will be charged a Card Replacement fee described in the Fees Table. It may take up to 30 days to process your request.

Additional Cardholders: You can ask We Financial to issue additional Personalized Cards in the name of the person(s) you identify. You will be charged a fee for each additional card as set out in the Fee Table, which will be deducted from your Card Balance. We may ask for information about the person to whom you want We Financial to issue an additional Personalized Card for security and compliance purposes and reserve the right to not approve your request for an additional Personalized Card. Up to three (3) Personalized Cards may be linked to the same account. All additional Personalized Cards will share the same Card Balance. Any value loaded to any linked Personalized Card may be accessed by any other linked Personalized Cards. Card Balance and activity information can be viewed by all linked Cardholders. All additional Personalized Cards and Cardholders are governed by this Agreement, and all reloads and transactions on additional Personalized Cards will be considered together for purposes of the transaction and reload limits. All persons to whom we issue additional Personalized Cards are responsible jointly and severally for all obligations

under the Agreement for all Cards issued and will be jointly and severally liable for any and all fees, losses or negative balances. We will only honour instructions from the primary Cardholder (the original applicant) and any notices regarding additional Personalized Cards given to the primary Cardholder shall be considered to be notice to all Cardholders.

Split tender transactions: If the Balance on the Card is not sufficient to cover the full 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 on the Card to pay for part of the Transaction Amount and cover the difference with another form of payment (e.g. cash, cheque, credit, or debit). Some merchants may require cash payment to cover the difference. If you fail to inform the merchant that you would like to complete a split tender transaction prior to using the Card, your Card may be declined. Merchants do not have to and may not agree to accept split tender transactions.

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

Key Cardholder Responsibilities under this Agreement:

- **You must take all reasonable steps to protect the Card (and PIN, if applicable) against loss, theft, or unauthorized use. If you lose the Card (or PIN), you must call customer service immediately.**
- **You must activate and/or sign the Card as instructed upon receipt of the Card.**
- **You must surrender the Card to us immediately upon request by us.**
- **You must ensure that there is a sufficient Balance on the Card to cover the full amount of transactions made with the Card.**
- **If your information, associated with the Card, changes, you must notify We Financial of the change(s).**
- **If you become aware that your information, associated with the Card, is incorrect, you must notify us of the correct information.**
- **If you find an error in any transaction record, you must communicate the error to the merchant with whom you made the transaction.**
- **If you wish to dispute a transaction on your Card, you must notify We Financial in writing of your dispute within thirty (30) days of the transaction date.**
- **You must only use our online resources as set out in 'Website and Availability', below.**

DETAILED TERMS AND CONDITIONS:

Definitions:

- **‘Agreement’** means this We Financial Visa Prepaid Card Cardholder Agreement between Peoples Trust Company and the Cardholder and all documents that are expressly referred to herein, which govern your use of the We Financial Visa Prepaid Card.
- **‘Amendment’** refers to any change to a term or condition of this Agreement or to the addition of a new term or condition, including increasing or adding new fees.
- **‘Applicable Law’** means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Act Respecting the Protection of Personal Information in the Private Sector (Québec), the Consumer Protection Act (Québec), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), Canada’s Anti-Spam Legislation (CASL), PCI DSS or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Peoples Trust Company, We Financial, and North West are subject to, or any bylaw, operating rule or regulation of Visa.
- **‘ATM’** means an Automated Teller Machine.
- **‘Balance’** means the amount of the funds that are loaded onto the Card and are available for spending.
- **‘Canada’s Anti-Spam Legislation (CASL)’** means an Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada), and its regulations, as may be amended from time to time.
- **‘Card’** refers to the We Financial Visa Prepaid Card activated, received, signed or used by the Cardholder, including both the Temporary Card and the Personalized Card.
- **‘Cardholder’** means the individual to whom the Card has been issued.
- **‘Foreign exchange charge’** means the foreign exchange service charge of 2.5%.
- **‘Governmental Authority’** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Peoples Trust Company and/or We Financial, North West 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.

- **‘Instant Issuance Replacement’** means a service provided only to existing Cardholders where there is a need for an immediate replacement Card. Upon request, a Temporary Card attached to your existing Card account is issued at any We Financial Location. A Personalized Card will follow by mail.
- **‘Load’** or **‘loading’** means adding or transferring funds to the Card to obtain or increase a Balance.
- **‘North West’** means The North West Company LP.
- **‘PayDirect’** means the loading of funds that you receive from payroll or from a Governmental Authority, automatically on to your Card if you have completed the required enrolment.
- **‘PayDirect Account Number’** means the number that will be given to you by We Financial to allow you to register for PayDirect and/or pre-authorized debits. It includes the Branch Number, Financial Institution Number and your Account Number. It is not the sixteen (16) digit number embossed on the front of your Card.
- **‘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.
- **‘Person’** means an association, a corporation, an individual, a partnership, a trust, an unincorporated organization or any other entity or organization.
- **‘Personalized Card’** means a We Financial Visa Prepaid Card personalized with your name.
- **‘PIN’** means a Personal Identification Number used with your Card for POS transactions or at ATMs for additional security.
- **‘POS’** means point of sale, where you can use the Card to purchase goods or services from a merchant.
- **‘Temporary Card’** means the instant-issue We Financial Visa Prepaid Card initially issued to you, at a We Financial Location, that is not personalized with your name. You can use this until you receive your Personalized Card.
- **‘Transaction Amount’** is the amount that is debited from the Balance in connection with the Cardholder’s use of the Card to purchase goods or services or to withdraw cash, which includes the amount of the Balance to be transferred, the Card service charges and the taxes imposed to complete the transaction.
- **‘Visa’** means Visa International Incorporated, and its successors and assigns.
- **‘Visa Conversion Rate’** means the rate that we pay to Visa to convert foreign currency to Canadian currency plus the Foreign exchange charge.

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

- **'Website'** means www.wefinancial.ca

- **'We Financial'** means The North West Company LP.

- **'We Financial Location'** means any Northern, NorthMart, Valu Lots or select Giant Tiger stores or any other store owned by The North West Company LP.

- **'WeGo™'** means the We Financial mobile application and available from Apple Store® and Google Play™.

- **'you', 'your', and 'yours'** each mean the Cardholder.

Acceptance: This Agreement constitutes a binding agreement between you and us with respect to the terms of use of the Card. By activating, signing and/or using or continuing to use the card, you are agreeing to the terms and conditions set out herein.

The Visa Prepaid Card: The Card is a Visa Prepaid Card that can be used anywhere that Visa is accepted, including mail order, online, telephone, and point of sale retail merchants, subject to the terms of this Agreement. Your temporary Instant Issue We Financial Visa Prepaid Card allows you to use your Card immediately. In the meantime, we will be issuing a permanent Personalized Card with your name embossed on it. It might take up to 3 weeks to arrive by mail. Make sure that you activate this Card as soon as you receive it. Once you have activated your Personalized Card, your temporary Card can no longer be used and should be destroyed. You will need a valid, current, and original government-issued (by the federal, provincial, or territorial government) photo identification when you apply for a Card. In the event, you do not have a photo identification; two valid, current, and original pieces of identification can be used.

Activating the Card: The Card cannot be used for any purpose until it has been activated and signed by you on the back of the Card where indicated. The Temporary Card will be activated and ready to use at the time of issuance. The Personalized Card will be activated and ready to use once you call Customer Service or sign on to www.wefinancial.ca to request activation on the Card.

Ownership and Use of the Card: To use the Card, simply present the Card at the time of payment, and enter your PIN (or sign the receipt with the same signature you used when you signed the Card). You should retain the receipt as a record of the transaction. As you use the Card, the Card's Balance will be reduced by the full amount of each purchase including taxes, charges, and other fees, if any.

If you use your Card for card-not-present transactions (such as online, mail or telephone purchases), the legal effect is the same as if you used the physical Card.

The Card includes a PIN that can be used to withdraw any Balance available on the Card in cash at any ATM displaying the Visa or Plus* acceptance marks. When you use the Card at an ATM, the amount of the withdrawal, plus

any applicable fees and taxes, will be deducted from the available Balance associated with your Card.

You are solely and completely responsible for the possession, use, and control of the Card. **You must surrender the Card to us immediately upon request by us.** The Card is provided to you, only. If you authorize another person to use the Card, you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person.

You agree that, if a merchant required that you sign the 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.

We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

It is your responsibility to obtain such record and ensure that it is accurate. We are not responsible for providing you with any transaction record or periodic statement.

If you identify an error in any transaction record, you must address the error directly with the merchant or ATM operator.

We will, upon your request, mail to you a written statement of transactions made with the Card.

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

A pre-authorization will place a 'hold' on an amount of your available Card funds until the merchant sends We Financial the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of that final payment amount will be released. The time it takes for a pre-authorization hold to be removed may vary depending on the type of merchant. A hold is typically removed within fifteen (15) days for most standard merchants, and within thirty (30) days for hotels, cruise lines and car rental agencies.

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

Loading Funds: The Card is reloadable. You may load funds onto your Card (add funds to the Balance of the Card) at a We Financial Location. You can use cash or other payment methods acceptable to We Financial to load your Card. The load methods may change from time to time. Some load methods are offered by third party service providers and are subject to additional fees. See the Website and the applicable service providers' terms and conditions for more details. Subject to applicable Card fees, funds loaded to the Card in-store or via card-to-card transfer will be available immediately after the load is confirmed by We Financial. The time before funds become available may vary for other load methods.

The funds provided by you to load a Balance onto the Card and the Balance on the Card are not a deposit, and they do not establish a separate individual deposit account with us or any other Canadian financial institution. You will not receive interest on the Balance or on any funds you load onto the Card.

Some banks allow you to reload your Card by making a bill payment to the account in your bank's online banking system. Note that funds loaded in this way will not be made available on your Card until we receive the funds, which may take twenty-four (24) to forty-eight (48) hours or longer. Transactions exceeding the load limit per transaction at the time of processing will be rejected.

PayDirect to your We Financial Visa Prepaid Card

Government Benefits. You may arrange to have funds loaded directly to your Card by a Governmental Authority once we have successfully verified your personal information. To enroll, you will need to provide the Governmental Authority with your PayDirect Account Number clearly indicated on their direct deposit enrollment form. The PayDirect Account Number can be obtained at any We Financial Location or at www.wefinancial.ca. The enrollment form can be obtained at any We Financial Location. The store clerk can assist you by providing your PayDirect Account Number, assist you in calling Service Canada or help you complete the form that we will then forward to the Governmental Authority on your behalf. However, please note that We Financial is unable to track your enrollment if you use any other registration methods. The first load may take up to three months after the receipt of your completed enrollment form by the Governmental Authority.

Payroll. If your employer has a payroll program and you are interested in having your pay loaded directly to your We Financial Visa Prepaid Card, you must provide your employer with their payroll enrollment form completed with your PayDirect Account Number. The PayDirect Account Number can be obtained at any We Financial Location or at www.wefinancial.ca.

Please note funds loaded electronically to your We Financial Visa Prepaid Card will generally be available within twenty-four (24) to forty-eight (48) hours of North West receiving the transfer from either the Government agencies or employer. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) business days after the transfer. We reserve the right to reject or limit transfers via PayDirect in our sole discretion and may reject or suspend any PayDirect transaction that has identifying information that does not match the identifying information that we have on file for you.

You may cancel the PayDirect authorization at any time by notifying your employer or Government service and providing them sufficient time to act upon the notice. Your employer or Government Service may terminate this method of payment, with or without cause, at any time.

You may not use your Card for any illegal purpose or transaction and any such transaction may be declined. Peoples Trust Company and We Financial are not liable to you for declining the authorization of any particular transaction, regardless of our reason.

Card to Card Transfer: You are responsible for ensuring that the recipient's We Financial Visa Prepaid Card number that you provide is correct. While we may, at our discretion, obtain certain other details of the Recipient from you like name, address or other information, we will not be responsible for verifying or authenticating the information obtained from you. We will process the transfer instructions based on the information provided by you. If the information you provide is incorrect, the funds could be transferred to an incorrect We Financial Visa Prepaid Card. In the event you provide erroneous information, we are not responsible for reversing the transaction or recovering the funds transferred as a result of that transaction.

Pre-authorized Payments: You are responsible for providing a merchant with whom you have set up a pre-authorized payment plan with correct and up-to-date information. This includes a change in Card number or expiry date on your Card. We will not be liable for any pre-authorized transactions that cannot be posted to your Card and you are still liable to the merchant for making payment. It is your responsibility to contact a merchant when you wish to cancel a pre-authorized transaction and to provide sufficient time in which to accomplish that cancellation. **IMPORTANT: You should check your transaction history to ensure that cancelled transactions have been discontinued.**

Pre-authorized Debits: A pre-authorized debit (PAD) is an agreement between you and the biller, in which you give the biller permission to automatically withdraw a set amount from your account on a pre-determined date. You must provide the biller with certain card account information, including your PayDirect Account Number (branch transit, institution, and account number). You are responsible for ensuring that there are sufficient funds on your Card when the pre-authorized debit is scheduled to be processed. It is important to remember by cancelling your PAD agreement that you are simply indicating that you no longer wish to pay by pre-authorized debit. It does not cancel a contract for goods or services you may have with a biller, nor the amount you owe them. If you cancel a PAD agreement, you will need to make alternate arrangements with the biller to pay any amounts owing or to terminate your contract.

Information About Balance: It is your responsibility to ensure that there is a sufficient Balance on the Card to cover transactions plus any pre-authorized amounts. To obtain the current Balance amount, or the transaction history, call customer service toll-free at **1-855-887-3946** or visit the Website. You may also sign up for email or web-based SMS text alerts. The Card Balance will reflect all transactions that have been posted to our system. You are not allowed to exceed the Balance available on the Card for any transaction.

If you attempt to use the Card when there is an 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 negative amount.

If the Card has a negative Balance for five (5) consecutive months we will put the Card into an inactive state so that no other transaction can be processed. Please call customer service if you wish to continue using the Card.

If the Card has a negative balance for thirteen (13) months, we may close the Card account.

Transactions Made in Foreign Currencies: We convert transactions made in a foreign currency to Canadian dollars using the Visa Conversion Rate in effect on the day the transaction is posted to the Card. The Visa Conversion Rate in effect on the posting date may differ from the rate in effect on the date of the transaction.

However, if a foreign currency transaction is refunded to the Card, the Visa Conversion Rate used to convert your refund to Canadian dollars for the Card is the rate that we pay to Visa minus the Foreign exchange charge. Additionally, the rate that we pay to Visa 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 Loss, Theft, or Unauthorized Use: If the Card is lost or stolen, you will be asked to provide We Financial with your name and the Card number, and to answer an identifying question drawn from your personal information. If you lose the Card, someone might be able to use the Balance on the Card.

The Card can be used without a PIN to make purchases online.

We will refund any remaining Balance (less the card refund / cancellation fee) after we have processed all transactions completed before we had an opportunity to act on your information. 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.

A replacement Card with any remaining Balance (less our fees as stated in the table marked 'Fees') will be issued to you immediately after you report the Card lost or stolen when you visit a We Financial Location or when you call Customer Service.

You agree, to the extent permitted by Applicable Law, to cooperate with us in our attempts to recover from unauthorized users and to assist in their prosecution. We reserve the right to investigate the validity of any claim, including asking for verification of your identity. We may also require you to provide a written claim signed under oath. You will be charged the Card Replacement fee described in the Fees Table. It may take up to 30 days to process your request. You should expect to receive the newly issued Card within four to six (4-6) weeks after the request is received by We Financial and/or North West.

With the Visa Zero Liability Policy, you will not be liable for any unauthorized use of the Card or account information on any transactions processed by Visa. You must notify We Financial **immediately** of any unauthorized use.

Verification of a Zero Liability claim can take up to one hundred and twenty (120) days after all the required forms and/or documents have been received and confirmed by We Financial and may require a police investigation.

Notification and Change of Terms: Subject to the limitations of Applicable Law, we may from time to time amend any term or condition of this Agreement or add a new term or condition, including increasing or adding new fees. As required by Applicable Law, notice of any Amendments will be sent to you at the most recent mailing or email address that we have on record for you. We must, at least thirty (30) days before the Amendment comes into force, send you a written notice drawn up clearly and legibly, setting out the new clause(s) only, or the amended clause(s) and the clause(s) as it (they) read formerly, the date of the coming into force of the Amendment and your rights set forth below.

You may refuse the Amendment and rescind this Agreement without cost, penalty or cancellation indemnity by sending We Financial a notice to that effect no later than thirty (30) days after the Amendment comes into force, if the Amendment entails an increase in your obligations or a reduction in our obligations. If you choose to rescind this Agreement, the Cancellation section of this Agreement will apply. Notification of any Amendment will also be posted on the Website at least sixty (60) days in advance of the effective date of the Amendment, unless otherwise required by Applicable Law. The change will take effect on the date indicated in the notice. **You are responsible for informing We Financial of any change in your mailing or email address, by contacting customer service at 1-855-887-3946**, and for checking the Website for such notifications. Notice will be deemed to be received by you five (5) days after mailing, or the next business day after electronic mail. Continued use of your Card shall be deemed to be acceptance by you of the amendment.

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

Cancellation: You may at any time terminate this Agreement by calling **1-855-887-3946**. You may surrender the Card to any We Financial Location, and We Financial or North West will reimburse you in cash for the remaining Balance on your Card less any outstanding fees and pending authorizations. Otherwise, We Financial will mail you a cheque for any remaining Balance on your Card less any outstanding fees.

We may terminate this Agreement at any time, at which time you will immediately return the Card to We Financial or as we direct, provided that if you are not in default of your obligations under this Agreement, we will notify you in writing at least sixty (60) days before the date of termination. We or We Financial and North West will reimburse you any remaining Balance on the Card less outstanding fees. Despite any termination of this Agreement, you must fulfil all of your obligations under this Agreement.

Purchase Disputes and Refunds: If you believe a transaction on your Card account is incorrect, you must notify We Financial in writing of your dispute within thirty (30) days of the transaction date. Following your notification, a form will need to be completed and faxed to the customer service team within thirty (30) days of the transaction date. You can obtain a dispute form by calling **1-855-887-3946** and following the prompts for lost or stolen cards or go to **www.wefinancial.ca**. Please note that this form must be received within thirty (30) days of the date of the disputed transaction or you will have been deemed to have accepted such transaction.

If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator.

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

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

Complaints: If you have a complaint or inquiry about any aspect of your Card, first attempt to resolve the complaint or inquiry by calling our toll-free customer service number at **1-855-887-3946**, twenty-four (24) hours a day, seven (7) days a week;

You may contact We Financial by either:

- Telephone: toll free **1-855-887-3946** 24 hours a day, 7 days a week;
- Email: wefinancial@northwest.ca; or
- Mail: We Financial, 77 Main Street, Winnipeg, MB, R3C 1A3

We Financial will try to resolve any problems as quickly as possible and in accordance with our established complaints policy.

If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call us at **1-855-694-6214** or submit your complaint or inquiry through the form found on the Website (<http://www.peoplestrust.com/en/about-us/contact/>). We will do our best to resolve your complaint or inquiry.

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

Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, ON, K1R 1B9

Telephone: **1-866-461-3222**
www.fcac-acfc.gc.ca

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

Personal Information Consent: By applying for a Card, you consent to the collection, use, disclosure and retention of your personal information by us and our service providers for purposes relating to your application for a Card and your use of a Card (if issued to you) and as otherwise described below. The collection of that information is necessary for the entering into and performance of this Agreement. If you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Card. As explained below, you may withdraw your consent at any time by cancelling your Card and all related services from us. We and our service providers will collect information about you (e.g. your name, address, telephone number and date of birth) when you apply for a Card and, if a Card is issued to you, We and our service providers will collect information about you and your use of the Card and related services, including information about your Card transactions (e.g. the date, amount and place of each transaction) (all collectively "Cardholder Information"). We and our service providers will collect your Cardholder Information directly from you and from other sources, including any third party providers of identity verification, demographic and fraud prevention services.

We will disclose your Cardholder Information to our service providers to assist us to provide services to you and to provide related services to us. We and our service providers will use, disclose and retain your Cardholder Information to process your application 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 your 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.

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

We and our service providers 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 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 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 the United States) of such personal information to third parties for the purpose set out above.

We and our service providers will use and rely on your Cardholder Information to issue and administer your Card and provide related services and any other services we think may be of interest to you. We and our service providers will rely on you to ensure that your Cardholder Information is accurate, complete and up to date. **You will promptly inform We Financial (by contacting customer service at 1-855-887-3946) of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information.** You may communicate with We Financial through our customer service number (or the Website) with regards to requests to access information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and correction 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 corrected, where necessary.

We and our service providers 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 dialling 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 and our service providers may monitor and record their communications and correspondence with you (including emails, online chats and/or telephone calls) for quality assurance, staff training and legal compliance purposes. With your consent, Peoples Trust and its service providers may share this information for audit related purposes to ensure you are receiving the best possible customer service.

You may withdraw your consent to the collection, use and disclosure of your Cardholder Information at any time by contacting customer service (at **1-855-887-3946**) and cancelling your Card and all related services from us. 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.

In addition to the above, if you consent We Financial, North West, or other third party collecting and using your personal information (including Cardholder Information) for their own purposes (not as our 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.

The restrictions and requirements described above do not apply to Cardholder Information that is aggregated or otherwise de-personalized and does not identify you.

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/>.

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.

No Warranty of Availability or Uninterrupted Use: FROM TIME TO TIME CARD SERVICES MAY BE INOPERATIVE, AND WHEN THIS HAPPENS, YOU MAY BE UNABLE TO USE YOUR CARD OR OBTAIN INFORMATION ABOUT THE BALANCE ON YOUR CARD. PLEASE NOTIFY WE FINANCIAL IF YOU HAVE ANY PROBLEMS USING YOUR CARD. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE.

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

Third Party Claims: In the event we reimburse you for a refund claim you have made, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited

to your Card. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited to you. If we do not exercise our rights under this section, we do not give up our rights to exercise them in the future.

Disclaimer of Warranties: EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY APPLICABLE WARRANTIES SET OUT IN THE CONSUMER PROTECTION ACT (QUÉBEC), WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

Limitation of Liability: EXCEPT IN QUÉBEC, OR AS EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. ALSO, WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL AND DIRECT DAMAGES. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

Website and Availability: Although considerable effort is made to ensure that our Website and other operational and communications channels are available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor will we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes

and armed conflicts. We will not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. You agree to act responsibly with regard to the Website and its use. **You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.**

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

Governing Law: The parties agree that any claim or action brought pursuant to this Agreement will be brought in the exclusive jurisdiction of the courts of British Columbia and this Agreement will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

FOR RESIDENTS OF QUÉBEC ONLY: The parties attorn to the jurisdiction of Québec and this Agreement will be construed in accordance with and governed by the laws of the province of Québec and the laws of Canada applicable therein.

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

Severability: If any part of this Agreement is found to be invalid or unenforceable by any court or government agency of competent jurisdiction, that invalidity or unenforceability will not affect the remainder of this Agreement, which will survive and be construed as if such invalid or unenforceable part had not been contained herein.

Contact Information: If you have questions regarding the Card, or need to report a lost or stolen Card, you may call customer service at **1-855-887-3946** or write to: We Financial, 77 Main Street, Winnipeg, MB, R3C 1A3

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¹Apple Store[®] is a trademark of Apple Inc., registered in the U.S. and other countries.

²Google Play[™] is a trademark of Google Inc.

Effective: July 1, 2021

