

## Cardholder Agreement

07252018CAPVLFF

Prepaid Card Cardholder Agreement - Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695 and Canadian Patent No. 2,215,969.

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

The following terms and conditions apply to your use of the Prepaid Card. By purchasing, activating, signing and/or using the Prepaid Card, you are agreeing to these terms and conditions, and fee(s), if any, as outlined below.

Information Disclosure Summary (detailed terms and conditions will follow):

Card Issuer: This Card is issued by PACE Savings & Credit Union Limited.

Card Information: For up-to-date terms and conditions, to obtain the activation date, balance, or card information visit [www.getmybalance.com](http://www.getmybalance.com) or call toll-free 1.800.998.6844.

### **Card Restrictions:**

- Card can be used only to purchase goods and services at authorized Merchants;
- Card is not reloadable;
- Card is not, except as set out herein, refundable in whole or in part;
- Card is not redeemable for cash, and may not be used at ATMs;
- Card cannot be used for recurring or any other pre-authorized payments;
- Card can only be used in Canada;

Card cannot be used for pay-at-the-pump transactions.

Please also note that your Card may be deactivated at any time if fraud, related to your Card or use of your Card, is suspected. In addition, the funds on your Card may not be available for use for the first twenty-four (24) hours after purchase. No Expiry; Card Plastic 'Valid Thru' Date: Your right to use the funds loaded onto the Card does not expire. If funds remain on the Card after the 'Valid Thru' date, simply contact customer service for directions on how to redeem the remaining Balance. To obtain the 'valid thru' date, go to [www.getmybalance.com](http://www.getmybalance.com) or call 1.800.998.6844.

**Fees:** the table below sets forth the fees that may be imposed upon your Card. You acknowledge being advised of the fees, and agree to pay all fees charged under this Agreement. Purchase Fee: Unless prohibited by law, a purchase fee of up to \$6.95 may be assessed at time of purchase. Up to \$6.95 Card Replacement Fee: Up to a \$5.00 card replacement fee may be charged to replace lost, stolen or damaged Card. Up to \$5.00 Card funds are not insured by the Canada Deposit Insurance Corporation (CDIC) or the Deposit Insurance Corporation of Ontario (DICO) Lost or stolen Card: You must take all reasonable precautions to protect your Card against loss, theft, or unauthorized use. If your Card has been lost or stolen, or if you have reason to believe that someone has made an unauthorized transaction with your Card or may attempt to use your Card without your permission, you must notify us IMMEDIATELY by calling the customer service number. All transactions carried out on your Card before you notify us will be considered to have been authorized by you. Split Tender Transaction: If you do not have enough funds available on your Card to cover the full Transaction Amount, you may request the Merchant to conduct a split tender transaction, which is where you use the Card as partial payment for goods and services and then pay the remainder of the amount with another form of payment (e.g. cash, credit, or debit). If you fail to inform the Merchant that you would like to perform a split-tender transaction prior to swiping your Card, your Card may be declined. Some Merchants may require payment for the remaining balance in cash. Merchants do not have to and may not agree to accept split tender transactions.

### **Detailed Terms and Conditions Definitions:**

- "Agreement" means the terms and conditions set out in this Cardholder Agreement, which govern your use of the Card.
- "Applicable Law" means 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 (PCMLTFA), or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that PACE Savings & Credit Union Limited and the Distributor are subject to.
- "Balance" means the value of the remaining funds on the Card.
- "Card" and "Prepaid Card" mean the physical prepaid card, or, in lieu of the physical prepaid card, a virtual prepaid card, purchased, activated, received or used by the Cardholder.
- "Cardholder" means an individual who activates, receives and/or uses the Card.
- "Distributor" means each distribution agent and retail outlet that offers the Cards for sale to consumers. A Distributor is not an agent, mandatory or representative of PACE Savings & Credit Union Limited.
- "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 PACE Savings & Credit Union Limited and/or the Distributor 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.

- "Merchant" means a retail establishment that is authorized to accept the Card.
- "Transaction Amount" means the amount that is debited from the Balance in connection with your use of the Card.
- "we", "us", "our", "PACE Savings & Credit Union Limited", and "Issuer" each mean PACE Savings & Credit Union Limited, and our successors, subsidiaries, affiliates or assignees.
- "Website" means [www.getmybalance.com](http://www.getmybalance.com).
- "you", "your", and "yours", each means the Cardholder.

**The Prepaid Card:** The Card is a stored-value, prepaid card that can be used as payment for goods and services from authorized Merchants in accordance with this Agreement. The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient. The Card is, and will remain, the property of the Issuer. The Card is not a credit card, charge card, or debit card, and its usage will not enhance or improve your credit rating. No interest dividends or other earnings or returns will be paid on the Card. Neither the Card nor the Balance is a deposit account.

**Acceptance:** This Agreement constitutes a binding agreement between PACE Savings & Credit Union Limited and you with respect to the terms of use of the Card.

**Use of the 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 may not be used for any illegal transactions or purposes. If you authorize another person to use the Card you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person. To use the Card, simply present the Card at the time of payment and sign the receipt with the same signature you used when you signed the Card. You should retain the receipt as a record of the transaction. As you use the Card, the Card's Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. We recommend that you write down the Card number and the customer service number in case the Card is lost or stolen. You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on your Card. You do not have the right to stop the payment of any transaction you conduct with the Card. We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

If the Card program allows for 'card-not-present' transactions, Internet, mail and phone order purchases may require that you register your Card. If you wish to register your Card, go to the Website and enter your name and address prior to performing a card-not-present transaction. You agree that you will not use the Card at any non-participating or unauthorized merchant locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement. For information about the Distributor and Merchants, please visit the Website.

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

**Information about Balance:** It is your responsibility to keep track of the Balance remaining on your Card. To obtain the current Balance amount, request information on previous transactions, or for customer service, you may call us at any time using the toll-free customer service number at 1.800.998.6844, as shown on the back of your Card, or by visiting the Website. Your Card Balance will reflect all transactions that have been posted to our system. Issuer promises that the cardholder may make purchases with the Card up to the available Balance amount in accordance with this Agreement, subject to any fees payable to the Issuer under this Agreement. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable taxes or other charges assessed by the Merchant. If, however, due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative Balance, you agree to reimburse us upon request for the amount of the Transaction Amount in excess of the Balance. You agree that we may lock or revoke the Card without notice if we do not receive funds from you in the full amount of the activated Balance on the Card.

**Recovery from loss, theft or unauthorized use:** You agree, to the extent permitted by law, to cooperate completely with us in our attempts to recover from unauthorized users and to assist in their prosecution. You will be asked to provide us with your name, the Card number, and the original Card value and transaction history. We cannot re-issue a Card if you do not have your Card number. If our records show that a Balance still remains on the Card, we will cancel the Card and make such available Balance amounts available to you on a re-issued Card. It may take up to thirty (30) days to process your re-issuance request.

**Notification and change of terms:** Subject to the limitations of Applicable Law, we may at any time change or remove any of the terms and conditions of, or add new terms or conditions to this Agreement, except that we will never add any new fees to your Card or increase any existing fees. We will post any such changes, as well as the most recent version of this Agreement, on the Website. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. You are responsible for checking our Website for such notifications. You will be deemed to accept and be bound by the amendment upon use of the Card following the effective date of the amendment. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card and notify PACE Savings & Credit Union Limited that you are terminating this Agreement. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any



such change immediately in order to maintain or restore the security of the Card or any related payment system or comply with Applicable Law. If such a situation does arise, then you will be given notice as soon as reasonably possible in the circumstances.

**Disputes and Refunds:** If you have a question or a problem about a posted transaction (for example, a transaction that appears to be a duplicate transaction) you must notify us immediately and no later than sixty (60) days from the date of the transaction or you will be deemed to have accepted such posted transaction. You must tell us your Card number, the date and dollar amount of the error, and explain as clearly as possible why you believe there is an error. If we ask you to put your dispute in writing, you agree to do so within five (5) business days. We will investigate and will notify you of the results of our investigation within sixty (60) business days. If there is any dispute in regard to purchases you make using the Card, you agree to settle such disputes with the Merchant from whom the purchase was made. We are not responsible for any problems that you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.

**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 1.800.998.6844. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please contact us at [prepaidcards@pacecu.com](mailto:prepaidcards@pacecu.com). 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 concern to the Ombudsman for Banking Services and Investments at 1-888-451-4519 for resolution. If you have a concern regarding the 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](http://www.fcac-acfc.gc.ca) The PACE Savings & Credit Union Limited complaints policy can be found online at: [www.pacecu.ca](http://www.pacecu.ca)

**Your Limited Right to Cancel:** If the Card has not been used and you do not want the Card, you may cancel this Agreement and return the Card, before it is used, along with the original receipt, by mail postage prepaid, to ATTN: Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1 within thirty (30) calendar days after the activation date. If the Card is returned in a timely manner before it is used, you will receive a refund of the amount on the Card. No refunds will be honoured unless (a) the Card is returned unused by mail post-marked within the thirty (30) calendar day period; and (b) you provide your name and mailing address with the returned Card and the original receipt. Information concerning this cancellation program may be obtained by calling 1.800.998.6844. Requests for cancellation may take up to sixty (60) days to process.

**Termination of Program:** We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by returning the Card by mail, postage prepaid, to ATTN: Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. No refunds will be honoured unless (a) the Card is returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to sixty (60) days to process. For inquiries concerning surrenders and redemptions, call 1.800.998.6844.

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

**Disclosure:** We may use Cardholder Information (including the transfer of your information to individuals or organizations in the United States) to process Card transactions, to provide customer service, to process claims for lost or stolen Cards, to help protect against fraud, and to conduct research and analysis with our Cardholders through mail, phone or email surveys. If you have provided your consent, we and/or our Distributor may use Cardholder Information for direct mail communications and/or emails about upcoming promotions and offers. PACE Savings & Credit Union Limited may provide information about you and your participation in the program to the Distributor. PACE Savings & Credit Union Limited may provide certain Cardholder Information to others as permitted by Applicable Law, such as to government entities or other third parties in response to subpoenas. The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, PACE Savings & Credit Union Limited will use reasonable measures to maintain protections of your personal



information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above. Should you not wish to accept these data protection terms and conditions, or wish to withdraw your consent and, therefore, cancel the Card, you must communicate with our customer service and request we cancel the Card and discontinue any further use of your personal information. Assignment and Waiver: At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. 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. If we do not exercise our rights under this Agreement, we do not give up our rights to exercise them in the future.

**Disclaimer of Warranties:** Except as expressly otherwise provided in this Agreement, 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 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 honour the card, failure of merchants to perform or provide services, failure of communication systems, or failures of or difficulties with our equipment or systems. 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. No Warranty of Availability or Uninterrupted Use: From time to time, Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information about the Balance on your Card. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service. Website and Availability: You agree that we will not be responsible for temporary interruptions in Website service due to maintenance, Website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed conflicts. 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. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

**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 herein.

**Entire Agreement:** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter. Section Headings: Section headings in this Agreement are for reference only, and shall not govern the interpretation of any provision of this Agreement. Severability: If any of the terms of this Agreement are invalid, changed by Applicable Law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

Contact Information: If you have questions regarding the Card, or need to report a lost or stolen Card, you may call customer service for Prepaid Cards at 1.800.998.6844 or write to: Prepaid Card customer service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. For the most recent version of the Cardholder Agreement or terms and conditions of this Agreement, please visit: [www.getmybalance.com](http://www.getmybalance.com).

Effective date: 07252018