CONSUMER CARDHOLDER AGREEMENT

1. **What the Words Mean:** As this Agreement and the Disclosure Statement are read, please remember that,

   ”**I**”, “**me**“ and “**my**“ mean the individual who has signed the Application for the Account and a Card as the applicant;

   “**you**” and “**your**” mean Citi Cards Canada Inc.

   Please also remember that in this Agreement and the Disclosure Statement,

   “**Account**” means the revolving credit account you have opened in my name to which all Debt is charged;

   “**Account Statement**” means your written statement of the Account that you prepare for me from time to time;

   “**Application**” means the request made to you for the Account and my Card;

   “**Authorized User**” means any person in respect of whom you have accepted my request to allow such person to use my Account;

   “**Card**” means the credit card you issue on the Account in my name, any additional credit cards issued to Authorized Users at my request and all renewals of and replacements for such credit card(s);

   “**Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid at any time in the Account;

   “**Debt**” means all amounts charged to the Account with or in connection with Cards, including Purchases, interest, service fees and other charges;

   “**Disclosure Statement**” means the Disclosure Statement accompanying this Agreement or set out in any other document or statement you may send to me from time to time;

   “**Interest-Bearing Balance**” means the unpaid balance of the Debt outstanding in the Account that is made up of any combination of Interest-Bearing RFP Purchases, Interest-Bearing SFP Purchases interest, service fees and other charges;

   “**Interest-Bearing RFP Purchase**” means a Purchase made under a Regular Financing Plan appearing on an Account Statement for the first time that is not paid in full by its Payment Due Date shown there;

   “**Interest-Bearing SFP Purchase**” means a Purchase made under a Special Financing Plan appearing on an Account Statement for the first time that is not paid in accordance with its payment schedule shown there, or is not paid in full on or before the date any interest-free or interest-deferred period that applies to the Debt to which the Purchase relates has expired, as the case may be;

   “**Interest Rate**” (in Quebec, the Credit Rate) means the annual percentage rate of interest set out in the Disclosure Statement and on each Account Statement that applies to the Interest-Bearing Balance;

   “**Minimum Payment Due**” means the amount indicated as such on an Account Statement;

   “**New Balance**” means the amount indicated as such on an Account Statement;

   “**Payment Due Date**” means the date indicated as such on an Account Statement [this date is **25** days after the Statement Date shown on the Account Statement];

   “**Personal Identification Number**” means the personal identification number that you have provided to me;

   “**Purchase**” means a purchase of goods or services (or both) that is charged to the Account with or in connection with my Card;

   “**Rate of Exchange**” means, for a particular foreign currency (e.g. U.S. dollars), the rate of exchange you set on any day for converting a Purchase or any other Account transaction incurred in that foreign currency to Canadian dollars;

   “**Regular Financing Plan**” means a regular financing plan (as indicated on Account Statements) under which a Purchase is made and may become an Interest-Bearing RFP Purchase;

   “**Sales Draft**” means the sales draft for a Purchase that has been completed by the merchant and that I may have signed in respect of the Purchase;

"**Special Financing Plan**" means a special financing plan (as indicated on Account Statements) under which a Purchase is made and may become an Interest-Bearing SFP Purchase; and

"**Statement Date**" means the date indicated as such on an Account Statement.

I agree with you as follows:

2. **General Terms of Agreement:** This Agreement and the Disclosure Statement apply to the Account and my Card. This Agreement replaces all prior cardholder agreements between you and me for the Account and my Card.

If the Account is used, or I sign, use or accept my Card, it will mean that I have received and read this Agreement and the Disclosure Statement. It will also mean that I have understood and agreed with you to everything written here and in the Disclosure Statement.

3. **Card Ownership and Authorized Users:** You are the owner of my Card. No one but me is permitted to use my Card. I do not have the right to assign or transfer this Agreement, the Account, or my Card to anyone else. I may request additional Cards for Authorized Users by contacting you. I must pay you for any charges Authorized Users incur on the Account even if I did not intend to be responsible for those charges. I agree that Authorized Users may receive any information about the Account, subject to any limitations you impose. I acknowledge that I must notify you and retrieve the Card from an Authorized User if I no longer want an Authorized User to use my Account.

4. **Lost, Stolen or Unauthorized Use of Card:** I must tell you at once if my Card is lost, stolen or used without my authorization or if I suspect it is lost, stolen or used without my authorization. I must do this by calling you at the telephone number indicated on each Account Statement and by writing to you at the address listed in Section **19** below.

If my Card is lost, stolen or used without my authorization, I will be liable to you for:

(a) all Debt, up to a maximum of **$50.00**, resulting from the loss, theft or unauthorized use of my Card that is incurred before the time I tell you about that loss, theft or unauthorized use through any one or more transactions on the Account in which only my Card or Account number has been used to complete those transactions.

(b) except if I am a Quebec resident, all Debt resulting from the loss, theft or unauthorized use of my Card that is incurred before the time I tell you about that loss, theft or unauthorized use through any one or more transactions on the Account in which my Card and Personal Identification Number have been used together to complete those transactions.

I will not be liable to you for any Debt resulting from the loss, theft or unauthorized use of my Card that is incurred after the time I tell you about that loss or theft.

Quebec residents: I acknowledge there is a maximum liability of **$50.00** resulting from the loss, theft or unauthorized use of my Card and that I am liable for all transactions for which I committed a gross fault in protecting my Card's Personal Identification Number.

5. **Credit Limit:** You will set a Credit Limit for the Account and you may change it periodically. You will tell me what the current Credit Limit is on each Account Statement. I will not permit the Debt I owe to you at any time to exceed the Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Credit Limit you set from time to time. If I am a Quebec resident, you will notify me as required by applicable law if I exceed my Credit Limit. I understand that the use of my Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded.

6. **Account Statement:** When required by law, you will send me an Account Statement monthly when there is a debit or credit balance outstanding on my Account at the end of the billing period or if the balance on the account has been paid in full during the billing period.

It is my responsibility to promptly advise you of any change of address in order to ensure that monthly statements are delivered to the appropriate address.

7. **Liability for Debt:** Subject to Section **4.**, I will be liable to you for all Debt charged to the Account no matter how it is incurred or who has incurred it and even though you send Account Statements to me. If there is one or more Authorized User, I will be liable to you for the Debt and anything else I have agreed to with you in this Agreement.

8. **Payment of Debt:**

(a) Except as otherwise provided in this Section 8., and subject to Section 16., I may pay the Debt I owe to you in full or in part at any time.

(b) *Regular Financing Plans:* For Debt to which a Regular Financing Plan applies, I must make one of the following payments of that Debt shown on each Account Statement by its Payment Due Date, also shown on the Account Statement, in order to keep the Account up-to-date:

(i) a payment in full of the New Balance shown on the current Account Statement for the Regular Financing Plan if that New Balance is less than $10.00, or

(ii) a payment of not less than the Minimum Payment Due shown on the current Account Statement for the Regular Financing Plan.

The Minimum Payment Due under sub-Section 8.(b)(ii) is equal to:

(a) except if you are a Quebec resident, 1.0% of the total unpaid amount of Purchases appearing on Account Statements prior to the current Account Statement and the amount of new unpaid Purchases appearing on the current Account Statement (which sums will also include related interest, plus service fees and other charges) determined as of the Statement Date for the current Account Statement, plus interest, and other charges, if any; or

(b) $10.00, whichever is greater, plus, in either case, any amount past due shown on such Account Statement. If you are a Quebec resident, the minimum monthly percentage used to calculate the minimum payment is equal to 5% of the New Balance. If you are a Quebec resident and your Account was opened prior to August 1, 2019, the minimum monthly percentage used to calculate the minimum payment is equal to 2% of the New Balance and will increase to 2.5% on August 1, 2020, 3.0% on August 1, 2021, 3.5% on August 1, 2022, 4.0% on August 1, 2023, 4.5% on August 1, 2024 and 5.0% on August 1, 2025.

(c) *Special Financing Plans:* For Debt to which a Special Financing Plan applies, I must make one of the following payments of that Debt shown on each Account Statement by its Payment Due Date shown there in order to keep the Account up-to-date:

(i) a payment in full of the New Balance shown on the current Account Statement for the Special Financing Plan if that New Balance is less than $10.00, or

(ii) a payment of not less than the Minimum Payment Due shown on the current Account Statement for the Special Financing Plan.

The Minimum Payment Due under sub-Section 8.(c)(ii) is equal to the monthly or other periodic payment (including any lump sum payment) of the New Balance for the Debt to which a Special Financing Plan applies, as set out on the Account Statements in which that New Balance owing appears, plus any past due Minimum Payment Due amount from previous Account Statements.

(d) I must also pay the amount of any Debt that exceeds the Credit Limit at once to keep the Account up-to-date. I must pay this excess even though you may not yet have sent an Account Statement to me on which that excess appears. [I may ask for a Credit Limit increase by contacting your Card Centre.]

(e) I must keep the Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to me. I must contact your Card Centre at least once a month during such a delay or interruption to obtain any payment information I do not have and need to know in order to comply with this Section.

9. **Interest Charges:**

(a) *Regular Financing Plans:* Subject to sub-Section 9.(b), I will not pay interest on the amount of any Purchase to which a Regular Financing Plan applies that appears on an Account Statement for the first time and is paid in full before the expiry of the 25 day grace period which expiry date is the Payment Due Date shown there, provided that all other Debt shown on the Account Statement to which any Regular Financing Plan applies is also paid in full by that Payment Due Date. However, if that Purchase and Debt is not paid in accordance with the foregoing, the Purchase will become an Interest-Bearing RFP Purchase to which interest charges will apply, and each Purchase to which a Special Financing Plan applies will, at your option, immediately become an Interest-Bearing SFP Purchase.

I will pay interest on each Interest-Bearing RFP Purchase in the manner described in sub-Section **9.(d)**.

(b) *Special Financing Plans:*

(i) *'Same as Cash' Feature:* Subject to sub-Section **9.(a)**, interest will accrue on the amount of any Purchase to which a 'same as cash' feature applies from the beginning of the interest-deferral period indicated for it on Account Statements and I will be required to pay the Minimum Payment Due on its Payment Due Date during each month of the deferral period.

If I pay the Debt to which that Purchase relates in full by its expiration date shown on Account Statements, such date being the last day of that interest-deferral period, all accrued interest will be waived and no interest will be assessed on the amount of the Purchase.

However, if I fail to pay any Minimum Payment Due on its Payment Due Date during each month of the deferral period, then all accrued interest will be assessed on the Purchase and interest will continue to accrue and be payable on that amount until it is paid in full.

(ii) ***(Not available to Quebec residents)*** *'No Pay Same as Cash' Feature:* Subject to sub-section **9.(a)**, I will not pay interest on the amount of any Purchase to which a Special Financing Plan with a 'no pay same as cash' feature applies during the interest-deferral period indicated for it on Account Statements, provided that the Debt to which that Purchase relates is repaid in full by its expiration date shown on Account Statements, such date being the last day of that interest-deferral period.

However, if I fail to pay the Debt to which that Purchase relates in full by its expiration date, or if I fail to make any required payments on any other Debt to which any Regular Financing Plan or another Special Financing Plan applies, then all accrued interest will be assessed on the Purchase and such sum will, at your option, immediately become an Interest-Bearing SFP Purchase to which interest charges will then apply.

Except as otherwise stated above in clauses **(i)** and **(ii)**, I will pay interest on the unpaid balance of the Debt to which a Purchase described in clauses **(i)** or **(ii)** above relates that remains unpaid after the interest-deferral period indicated for it on those Account Statements has expired. Upon the expiration of this interest-deferral period, that unpaid balance will become an Interest-Bearing SFP Purchase to which interest charges will then apply.

(iii) *'Equal Payment Plan' Feature:* Subject to section **9.(a)**, equal payments are determined by dividing the total of any Purchase to which such feature applies plus related interest (calculated at the specified annual interest rate over the term of the related promotional period) by the number of months in such promotional period. Interest will accrue at the specified annual rate from the date of any such Purchase until the end of the promotional period provided I pay each Minimum Payment Due on its Payment Due Date during each month of the promotional period. However, if I fail to make such payments, or if I fail to make any other required payments on any other Debt to which any Regular Financing Plan or another Special Financing Plan applies, then the unpaid balance of any such Purchase will, at your option, immediately become an Interest-Bearing SFP Purchase to which interest charges will then apply.

Except as otherwise stated above, I will pay interest on the unpaid balance of the Debt to which a Purchase described above relates that remains unpaid after the equal payment period indicated for it on those Account Statements has expired or terminates. Upon the expiration or termination of this equal payment period, that unpaid balance will become an Interest-Bearing SFP Purchase to which interest charges will then apply.

(iv) ***(Not available to Quebec Residents)*** *'Preferred Interest Rate' Feature:* Subject to sub-Section **9.(a)**, I will pay interest on the amount of any Purchase to which a Special Financing Plan with a 'preferred interest rate' feature applies from the time it is posted to the Account until the expiration of the preferred interest rate period indicated for it on Account Statements at the preferred annual interest rate also indicated for it on Account Statements, provided that each periodic payment of the Debt (if any, as set out in the payment schedule on those Account Statements) to which that Purchase relates has been made by its Payment Due Date during the preferred interest rate period. However, if I fail to make any required periodic payments

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during the preferred interest rate period in accordance with the foregoing, the unpaid balance of the Debt outstanding at that time will become an Interest-Bearing SFP Purchase to which interest charges at the Interest Rate will immediately apply, and each Purchase to which another Special Financing Plan or any Regular Financing Plan applies will, at your option, immediately become an Interest-Bearing SFP Purchase or an Interest-Bearing RFP Purchase, as the case may be.

Except as otherwise stated above, I will pay interest on the unpaid balance of the Debt to which a Purchase described above relates that remains unpaid after the preferred interest rate period indicated for it on those Account Statements has expired at the Interest Rate. Upon the expiration of this preferred interest rate period, that unpaid balance will become an Interest-Bearing SFP Purchase to which interest charges at the Interest Rate will then apply.

I will pay interest on each Interest-Bearing SFP Purchase in the manner described in sub-Section **9.(d)**, below.

(c) *Interest, Service Fees and Other Charges:* I will not pay interest on the amount of any interest, service fee or other charge that appears on an Account Statement for the first time and is paid in full by the Payment Due Date shown there, provided that all other Debt shown on the Account Statement to which any Regular Financing Plan applies and all Interest-Bearing SFP Purchases shown on that Account Statement are also paid in full by that Payment Due Date. However, if that interest, service fee or other charge, that Debt or those Interest-Bearing SFP Purchases are not paid in accordance with the foregoing, the unpaid amount of that interest, service fee or other charge will become part of the Interest-Bearing Balance to which interest charges will then apply.

(d) *Interest-Bearing Balance:* I will pay interest on the Interest-Bearing Balance at the Interest Rate in effect in the manner described below and in sub-Section **9.(e)**:

You will charge me interest:

(i) on the amount of each Interest-Bearing RFP Purchase from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance;

(ii) on the amount of each Interest-Bearing SFP Purchase to which a Special Financing Plan with a ‘same as cash’ or ‘equal payment plan’ option applies from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and

(iii) on the unpaid amount of any interest, service fee or other charge from (and including) the day that amount becomes part of the Interest-Bearing Balance in accordance with sub-Section **9.(c)** to the day you receive payment in full of the Interest-Bearing Balance.

(e) *Interest Calculation:* The interest you charge on the Interest-Bearing Balance is calculated by multiplying the average daily Interest-Bearing Balance (or the previous month’s Interest Bearing Balance where required by law) by the Interest Rate in effect and then multiplying the product obtained by the fraction represented by the number of days in the period covered by the Account Statement to which the interest is posted in relation to the number of days in a **365**-day year. To determine the average daily Interest-Bearing Balance, you use the daily balance of the Interest-Bearing Balance at the beginning of each day during the period covered by the Account Statement and subtract any payments or credits, and add any new Interest-Bearing Balance amounts incurred that day. You then add the aggregate of all the daily balances during the period covered by the Account Statement and divide the total by the number of days in that period.

(*If the law requires it, you will use the previous month’s Interest-Bearing Balance instead of the average daily Interest-Bearing Balance.)

You will post the interest I owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period.

10. **Application of Payments:** You will apply each payment of the Debt in the following order: interest charges; service fees and other charges; Interest-Bearing Balance. If I pay more than the Minimum Payment Due at any time, you may (but you are not required to, even if you have done so before) apply some or all of that payment to a Purchase that may become an Interest-Bearing SFP Purchase on or before the Statement Date for the next ensuing Account Statement.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting me in default of it.

11. Security Interest:

(a) *Northwest Territories and Nunavut:* If I reside in the Northwest Territories or Nunavut, I will execute (if requested by you) a chattel mortgage in your favour, in a form satisfactory to you, for all Purchases and I will deliver it to you for registration under the appropriate legislation.

(b) (Not applicable in Quebec) *Rest of Canada:* If I reside in a place in Canada (excluding the Northwest Territories, Nunavut and Quebec), I hereby grant to you, to the extent permitted by law, a security interest in all of my present and future assets and undertakings, including all goods purchased with or in connection with my Card and/or the Account, and all proceeds thereof (collectively referred to as the "Goods") to secure payment to you for all debts and liabilities, present and future, at any time, owing by me to you. If the Minimum Payment Due, or any other amounts due by me to you under this Agreement, are not paid when due, in addition to all the rights and remedies available to you at law or at equity, the Goods may be repossessed, to the extent permitted by law.

12. Services Fees and Other Charges; Foreign Currency Transactions:

(a) *Service Fees and Other Charges:* I must pay all service fees and other charges that apply to the Account, as described in the Disclosure Statement and in any document or other written statement you may send to me from time to time. You will charge them to the Account at the time I incur them.

(b) *Foreign Currency Transactions:* You will bill me in Canadian dollars. If I make a Purchase or make any other Account transaction (e.g. return a Purchase) in a foreign currency, you will convert the Purchase or other Account transaction (and the foreign currency conversion fee you charge me according to the Disclosure Statement) to Canadian dollars, using the Rate of Exchange in effect on the day when the Purchase or other Account transaction is processed by you. The Account will be charged (or credited for a Purchase return) in Canadian dollars after the currency conversion has been made.

13. Automated Banking Machines: If you offer automated banking machine services to me, I may use my Card together with my Personal Identification Number to make transactions on the Account at those banking machines and terminals you operate and at any other banking machines and terminals you designate from time to time, subject to my agreement with you governing the use of my Personal Identification Number.

14. Debt Incurred without a Card: If I incur Debt without having presented my Card to a merchant (such as, but not restricted to, a mail order or telephone Purchase), the legal effect will be the same as if I used my Card and signed a Sales Draft.

15. Changes this Agreement and to the Disclosure Statement: You may propose to change, either permanently or temporarily, any term in the Disclosure Statement or the Agreement (including to the Interest Rate, service fees and other charges for the Account set out or referred to in the Disclosure Statement and/or the Agreement) at any time. I will be given at least **30** days prior written notice of each change, directed to my address last appearing on your records. I may refuse any changes and terminate this contract without cost, penalty or cancellation indemnity by sending you notice of my refusal no more than **30** days following the effective date of the amendment if the amendment leads to an increase in my obligation or a reduction in your obligation, in which case I must pay the balance owed according to the terms of this Agreement.

16. Termination:

(a) You or I may terminate this Agreement, and you may withdraw my rights and privileges in respect to my Card and the Account, at any time without notice. If this happens, I must pay all Debt at once and return my Card to you at once.

(b) If I fail to comply with my obligations to you under this Agreement and except if I am a Quebec resident, I will be liable to you for:

(i) all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt; and

(ii) all costs and expenses you incur in reclaiming my Card

The following provision is applicable to me only if my Account billing address is in Quebec:

CLAUSE REQUIRED UNDER THE CONSUMER PROTECTION ACT

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with Section **69** of the General Regulation, he must forward him a statement of account.

Within **30** days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

(a) either remedy the fact that he is in default;

(b) **or** present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to Sections **104** to **110** of the Consumer Protection Act (chapter P.-**40.1**) as well as to Section **69** of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.

17. **Problems with a Purchase:** You will not be responsible for any problem I have with any Purchase. If I have a problem or dispute with a merchant regarding a Purchase, I must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant. You will also not be responsible if a merchant does not honour my Card at any time and for any other problem or dispute I may have with the merchant.

18. **Account Verification:** I must examine promptly all Account Statements and each entry and balance recorded in them.

I must notify you in writing of any errors, omissions or objections to an Account Statement, or an entry or balance recorded in it, within **30** days from the Statement Date recorded on that Account Statement.

If I do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on me and you will be released from all claims by me in respect of those Account Statements, entries and balances.

19. **Privacy of Personal Information:**

Collection and Use of Information: I consent to your establishing and maintaining a file of personal information about me and obtaining and exchanging, from time to time, all information about me (including credit information) with your branches, affiliates, Merchants and agents and with any credit reporting agency, credit bureau, person or corporation with whom I have or may have financial relations, or supplier of services or benefits relating to the Account. (Such persons or corporations may include collection agencies, bailiffs, marketing and advertising agencies, or any other party whom you deem necessary in connection with the servicing of the Account. In addition, for the purposes of this Section, "Merchants" means merchants that honour the Account or my Card as the method of payment for goods and services that I may purchase from them.) This consent is valid where the use of my personal information is needed to assist you in: making a decision about the Application, including verifying my identity; monitoring, evaluating, auditing, servicing and collecting the Account; providing Account related and other programs offered by you or a third-party provider approved by you; allowing your affiliates and selected companies to promote their products and services to me; responding to my inquiries about the Application, the Account or my file; and meeting legal and regulatory requirements, including Canadian federal and provincial requirements and foreign requirements applicable to you or any of your affiliates or service providers. You may provide Account Statement and other Account information to an Authorized User from time to time at their request. You may also disclose my personal information (including Account information such as the Account number and my email address) to Account program partners or their agents as is reasonably required for those Account program partners to provide services and/or benefits to me under those Account programs. **I also acknowledge receipt of notice that, from time to time, you may obtain consumer reports containing credit information about me from credit reporting agencies.**

I consent to monitoring and/or recording of my telephone discussions with your representatives by you and Account program partners for quality control, internal training and record keeping purposes. I also consent to the use of automatic dialing and announcing devices for telemarketing and other purposes relating to the administration of the Account by Account program partners and/or their agents, your affiliates and service providers and/or their agents, selected companies and organizations, and you. I understand that you and your affiliates and third parties with whom you share my personal information in accordance with the Privacy Statement may contact me by telephone, using the telephone number information I have provided to you.

Email Address: By providing my email address to you by any means, I authorize you to send me email confirmations related to payments on my Account, contact me about my Account or for general Account servicing and/or collection purposes, and authorize you and Merchants to send me information about products and services that I might find useful. I understand that my provision of my email address is being done on an entirely voluntary basis.

I consent to your disclosing general and non-sensitive personal information about me, through marketing lists, to selected companies or organizations to allow them to offer me directly goods and services that may be of interest to me. These selected companies and organizations will be formally prohibited from disclosing the information to third parties or using it for another purpose without obtaining appropriate consent in advance. If I prefer to be removed from your marketing lists or lists you may share with other parties, I am free to opt out at any time by contacting you at the address or telephone number mentioned below. I will allow a reasonable time for my withdrawal request to become effective.

I consent to the use and disclosure of my personal information in connection with the assignment of the Account or amounts owing under the Account, and certain other business transactions from time to time, and to your use of service providers (including those located outside of Canada) to process and handle personal information on your behalf, all as more particularly described in the *Citi Canada Privacy of Personal Information Statement* (the "**Privacy Statement**").

I consent to the collection, use and disclosure of my personal information as described in the Application and in the Privacy Statement, as amended from time to time, and as permitted or required by law.

I have the right to access my file and rectify any personal information in the file that may be obsolete, incomplete or incorrect. I may view a copy of the Privacy Statement by visiting the Credit Cards site at https://www.citigroup.com/canada/en/customer-information/privacy-statement.html.

I may request a copy of the Privacy Statement, file an opt-out request, request access to my personal information file or report obsolete, incomplete or incorrect personal information about me by contacting you at: Citi Cards Canada Inc., **5900** Hurontario Street, Mississauga, Ontario, L**5**R **0**B**8**, Attention: Privacy Officer, or by calling you toll-free at **1-800-747-3787**.

20. **Customer Inquiries/Lost and Stolen Cards:** For customer inquiries or to report a lost or stolen Card, I may call **1-800-747-3787** (toll-free in North America).
21. **Language:** You and I have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Vous et moi avons expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.
22. **Supplementary Terms (Quebec Only):** This Section is applicable to me only if my Account billing address is in Quebec:

CLAUSE REQUIRED UNDER THE CONSUMER PROTECTION ACT

(Open credit contract for the use of a credit card)

1. If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

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The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Quebec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

2. A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

3. A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

4. The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to **$50**. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

5. Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of period is zero.

6. If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within **21** days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

7. The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within **60** days after the date the consumer's request was sent.

8. Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections **103.1**, **122.1**, **123**, **123.1**, **124**, **126**, **126.2**, **126.3**, **127** and **127.1** of the Consumer Protection Act (chapter P-**40.1**) and, if further information is necessary, to contact the Office de la protection du consommateur.

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DISCLOSURE STATEMENT

1. **General:** This Disclosure Statement applies to the Account and each Card you have issued on the Account.
2. **Interest Rate:** The Interest Rate (in Quebec, the Credit Rate) is **23.25%** per annum. Examples of the cost of borrowing at the Interest Rate (assuming a **30**-day period covered by an Account Statement) are as follows:

Average daily interest-bearing balance or previous month's balance for the period:	*Cost of borrowing for the period at an annual interest rate (in Quebec the Credit Rate) shown below:*		
	19.90%	**23.25%**	**28.80%**
$100.00	**$1.66**	**$1.94**	**$2.40**
$800.00	**$13.27**	**$15.50**	**$19.20**
$1,400.00	**$23.22**	**$27.13**	**$33.60**
$2,000.00	**$33.17**	**$38.75**	**$48.00**

3. **Service Fees and Other Charges:** The following schedule of service fees and other charges applies to the Account
   - **(a)** *Annual Service Fee:* No annual service fee.
   - **(b)** *Dishonoured Cheque Charge:* Except for Quebec residents, **$20.00** for each cheque or other instrument used to pay Debt that is dishonoured by the financial institution on which it is drawn. (This charge is in addition to any insufficient funds ("NSF") service fee charged by that financial institution on the NSF cheque or other instrument.
   - **(c)** *Statement Copy Fee:* No charge for a copy of the current Account Statement. **$2.00** for a copy of an Account Statement for any other billing period.
   - **(d)** *Sales Draft Copy Fee:* No charge for a copy of a sales draft referred to in the current Account Statement. Except for Quebec residents, **$2.00** for each copy of a sales draft referred to in an Account Statement for any other billing period.
   - **(e)** *Foreign Currency Conversion Fee:* You will charge me a foreign currency conversion fee equal to **2%** of the amount of any Purchase or other Account transaction not incurred in Canadian dollars. You will convert that Purchase or other Account transaction and the foreign currency conversion fee to Canadian dollars in the way set out in your Cardholder Agreement with me.
   - **(f)** *Administration Fees:* Where permitted by applicable law (and excluding Quebec residents) you may charge an administration fee in connection with a Special Financing Plan. In such cases the administration fee will be disclosed in related advertising material and where such fee is financed it will also be disclosed on the first Account statement following the start of such Special Finance Plan.
4. **Grace Period:** **25** days for any Purchase to which a Regular Financing Plan applies that appears on an Account Statement for the first time.
5. **Effective Date of the Information:** The information contained in this Disclosure Statement is effective as of your August **2019** Statement.