COMMERCIAL REVOLVING CARD AGREEMENT

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

“**we**”, **us**” and “**our**” mean the Applicant for the Account. If there is one or more than one Co-Applicant for the Account, these words also mean the Applicant and each Co-Applicant individually; and “**you**” and “**your**” mean Citi Cards Canada Inc.

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

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

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

“**Applicant**” means the person or individual that has signed the Application as the applicant;

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

“**Authorized Buyer**” means an individual we have designated in your prescribed manner as an authorized buyer who may charge Purchase transactions (and other transactions you permit from time to time) to the Account from time to time;

“**Card**” means the credit card you issue on the Account to a Cardholder in their name and all renewals of and replacements for that credit card;

“**Cardholder**” means an individual (including an individual Applicant and Co-Applicant) to whom you have issued a Card in their name pursuant to the Application;

“**Co-Applicant**” means an individual who has signed the Application as a co-applicant;

“**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 us 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 Purchases, interest, service fees and other charges;

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

“**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 us;

“**Purchase**” means a purchase of goods or services (or both) that is charged to the Account by an Authorized Buyer with the Account number, or with or in connection with a 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;

"**Quebec Consumer**" and the word "**consumer**" in the clauses required under the Consumer Protection Act (Quebec) refer to an individual sole proprietor or any other natural person residing in Quebec who is defined as a consumer within the meaning of the Consumer Protection Act (Quebec).

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

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

In consideration of the mutual promises stated in this Agreement, we agree with you as follows:

2. **General Terms of Agreement:** This Agreement and the Disclosure Statement apply to the Account and to each Card. This Agreement replaces all prior credit card agreements between you and us for the Account and each Card.

   If a Cardholder signs, uses or accepts their Card, or the Account is used, it will mean that we have received and read this Agreement and the Disclosure Statement. It will also mean that we have understood and agreed with you to everything written here and in the Disclosure Statement.

   If you ask us to, we will provide you with up-to-date financial statement and/or related corporate/business information about us in a form and content satisfactory to you.

3. **Account Opening/Card Issuance and Renewal:** If you have approved the Application, you will open an Account and issue a Card on the Account to each Cardholder in accordance with the Application or in any other form you have prescribed for Card issuance purposes.

   You will also issue renewal and replacement Cards (including emergency replacement Cards, when required) to each Cardholder according to the procedures you have in place for this. You will continue to issue renewal and replacement Cards (including emergency replacement Cards, when required) to each Cardholder in this way until the Applicant or the Cardholder tells you to stop.

4. **Account/Card Ownership:** You are the owner of the Account and each Card. We do not have the right to assign or transfer this Agreement, the Account or any Card to anyone else.

5. **Account and Card Use:**

   (a) *Account Use by an Authorized Buyer:* An Authorized Buyer may use the Account on our behalf to obtain advances of money from you through Purchase transactions and other transactions you permit from time to time.

   (b) *Account and Card Use by a Cardholder:* A Cardholder may use the Account and their Card on our behalf to obtain advances of money from you through Purchase transactions and other transactions you permit from time to time.

   The use of the Account and each Card is governed by this Agreement. A Card may only be used by the Cardholder to whom it has been issued. An Authorized Buyer must not use the Account and a Cardholder must not use their Card after the termination of this Agreement.

6. **Designation and Cancellation of Authorized Buyers:** From time to time, we may designate one or more individuals as Authorized Buyers under this Agreement in your prescribed manner.

   If the Applicant wants you to cancel the designation of an individual as an Authorized Buyer under this Agreement for any reason (including, without limitation, the death of the Authorized Buyer), the Applicant must tell you to do so.

   We will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Account by an individual designated as an Authorized Buyer that occurs before the time the Applicant tells you to cancel the designation of that individual as an Authorized Buyer, except as set out in Section 8 below.

   We will not be liable to you for any Debt resulting from the use of the Account by an individual designated as an Authorized Buyer that occurs after the time the Applicant has told you to cancel the designation of that individual as an Authorized Buyer.

7. **Card Cancellation:** If the Applicant wants you to cancel a Cardholder's Card for any reason (including, without limitation, the death of the Cardholder), the Applicant must tell you to do so.

We will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Card from the time the Applicant tells you to cancel that Card until the time the Applicant certifies to you in writing that the Card has been destroyed, subject to Section **8** below.

We will not be liable to you for any Debt resulting from the use of the Cardholder's Card that occurs after the later of the date the Applicant has certified to you in writing that the Card has been destroyed and the actual time of that Card destruction.

8. **Lost, Stolen or Unauthorized Use of Card:** The Applicant or the Cardholder must tell you at once if the Cardholder's Card is lost, stolen or used without their authorization or if the Applicant or the Cardholder suspects it is lost, stolen or used without their authorization. The Applicant or the Cardholder must do this by calling you at the telephone number indicated on each Account Statement or as set out in Section **23**.

   If a Cardholder's Card is lost, stolen or used without their authorization, subject to the **$50.00** maximum liability for Quebec Consumers set out below, we will be liable to you for all Debt resulting from the loss, theft or unauthorized use of the Card that is incurred before the time the Applicant or the Cardholder tells you about that loss, theft or unauthorized use through any one or more transactions on the Account in which their Card or the Account number has been used to complete those transactions.

   We will not be liable to you for any Debt resulting from the loss, theft or unauthorized use of the Cardholder's Card that is incurred after the time the Applicant or the Cardholder tells you about that loss or theft, unless we committed a gross fault in protecting the Card's Personal Identification Number.

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

9. **Credit Limit:** You will set a Credit Limit for the Account and you may change it periodically. You will tell us what the current Credit Limit is on each Account Statement. We will not permit the Debt we 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 we are a Quebec Consumer, you will notify us as required by applicable law if we exceed the Credit Limit. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded.

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

11. **Liability for Debt:** Subject to Sections **6.**, **7.**, and **8.**, we 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, in the case of a Co-Applicant, you send Account Statements to the Applicant. If there is one or more than one Co-Applicant, the Applicant and each Co-Applicant will be jointly and severally (in Quebec, solidarily) liable to you for all of that Debt and everything else they have agreed to with you in this Agreement, subject to Section **25(2)**.

12. **Payment of Debt:**

    (a) *General:* Subject to sub-Sections **12.(b)** and **12.(c)** and Section **20.**, we may pay the Debt we owe to you in full or in part at any time.

    We 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 the Applicant. We must contact your Card Centre at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in order to comply with this Section.

    (b) *Required Payment of Debt:* We must make one of the following payments of the Debt shown on each Account Statement by the 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 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 in all other cases.

[The Minimum Payment Due under sub-Section **12.(b)(ii)** is equal to **5.00%** of the New Balance plus any past due Minimum Payment Due amount from previous Account Statements, or **$10.00** whichever is greater.]

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

13. Interest Charges:

(a) *Interest on Purchases:* We will not pay interest on the amount of any Purchase 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 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 Purchase to which interest charges will apply. We will pay interest on each Interest-Bearing Purchase in the manner described in sub-Section **13.(c)**, below.

(b) *Interest, Service Fees and Other Charges:* We 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 is also paid in full by that Payment Due Date. However, if that interest, service fee or other charge and that Debt 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.

(c) *Interest-Bearing Balance:* We will pay interest on the Interest-Bearing Balance at the Interest Rate in effect in the manner described below and in sub-Section **13.(d)**:

You will charge us interest:

(i) on the amount of each Interest-Bearing 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; and

(ii) 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 **13.(b)** to the day you receive payment in full of the Interest-Bearing Balance.

(d) *Interest Calculation:* The interest you charge on the Interest-Bearing Balance is calculated by multiplying the average daily Interest-Bearing Balance 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. You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period.

14. Application of Payments: Unless you otherwise agree, you will apply each payment of the Debt in the following order: interest charges; service fees and other charges; Interest-Bearing Balance.

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 us in default of it.

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15. **Security Interest:**

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

(b) *(Not available in Quebec)* Rest of Canada: If we reside in a place in Canada (excluding the Northwest Territories, Nunavut and Quebec), we hereby grant to you, to the extent permitted by law, a security interest in all of our present and future assets and undertakings, including all goods purchased with or in connection with Cards 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 us to you. If the Minimum Payment Due, or any other amounts due by us 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.

16. **Services Fees and Other Charges; Foreign Currency Transactions:**

(a) *Service Fees and other Charges*: We 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 us from time to time. You will charge them to the Account at the time we incur them.

(b) *Foreign Currency Transactions:* You will bill us in Canadian dollars. If an Authorized Buyer or Cardholder makes a Purchase or 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 us 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.

17. **Debt incurred without a Card:** If a Cardholder incurs Debt without having presented their Card to a merchant (such as, but not restricted to, a mail order or telephone Purchase), or when an Authorized Buyer uses the Account to incur Debt on our behalf, the legal effect will be the same as if, in the case of the Cardholder, they used their Card and signed a Sales Draft and, in the case of an Authorized Buyer, they signed a Sales Draft.

18. **Changes to this Agreement and 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. We will be given at least **30** days prior written notice of each change, directed to the Applicant’s address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change. However, if we are a Quebec Consumer, we may refuse any changes and terminate this Agreement without cost, penalty or cancellation indemnity by sending you notice of our refusal no more than **30** days following the effective date of the amendment if the amendment leads to an increase in our obligation or a reduction in your obligation in which case we must pay all Debt to you at once and return each Card to you at once.

19. **Termination:**

(a) You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to the Applicant’s address last appearing in your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to the Applicant.

You may also withdraw the rights and privileges in respect to any Card and the Account, at any time without notice.

(b) You may terminate this Agreement at once without giving us any notice if:

(i) the Applicant or any Co-Applicant becomes insolvent or bankrupt,

(ii) someone files a petition in bankruptcy against the Applicant or any Co-Applicant,

(iii) the Applicant or any Co-Applicant makes an authorized assignment for the benefit of their creditors,

(iv) the Applicant or someone else institutes any proceeding for the dissolution, liquidation or winding up of the Applicant's affairs,

(v) the Applicant or any Co-Applicant or someone else institutes any other type of insolvency proceeding involving the Applicant's or any Co-Applicant's assets under the Bankruptcy and Insolvency Act or otherwise,

(vi) the Applicant ceases or gives official notice of its intention to cease to carry on business or makes or agrees to make a bulk sale of its assets without complying with applicable laws or the Applicant or any Co-Applicant commits an act of bankruptcy, or

(vii) we do not pay any Debt as required under this Agreement.

(c) Upon termination of this Agreement, we must pay all Debt to you at once and return each Card to you at once. If we fail to comply with our obligations to you under this Agreement and except if we are a Quebec Consumer, we 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 any Card.

The following provision is applicable to us only if we are a Quebec Consumer:

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.

20. **Problems with a Purchase:** You will not be responsible for any problem the Applicant or any Authorized Buyer or Cardholder has with any Purchase. If there is a problem or dispute with a merchant regarding a Purchase, we 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 any Card is not honoured by a merchant at any time and for any other problem or dispute the Applicant, or any Authorized Buyer or Cardholder may have with the merchant.

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

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

    You may use a microfilm, electronic or other reproduction of any Sales Draft, or other document evidencing Debt, to establish our liability for that Debt.

22. **Collection and Use of Information:**

(a) *Individual Applicants and Co-Applicants:* This sub-Section **22.(a)** applies to each Co-Applicant and to the Applicant if that person is an individual. In this sub-Section, “I”, “me” and “my” mean the individual Applicant and, if there is one or more than one Co-Applicant, these words also mean each Co-Applicant, individually.

I consent to you 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, auditing, evaluating, 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 also disclose my personal information (including Account information such as the Account number) 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. We may also provide your personal information, including information to authenticate your identity (such as mother’s maiden name and passwords) to service providers in respect of services made available to you now or in the future (e.g. access to on line Account Statements). **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 the monitoring and/or recording of my telephone discussions with your representatives by you and Account program partners for quality control, internal training and recordkeeping 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.

I consent to you disclosing general and non-sensitive personal information about me, through marketing lists, to selected companies or organizations to allow them to offer me directly (by telephone or other means) 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 the marketing lists you may share with third 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 Information for Customers section 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, L5R 0B8, Attention: Privacy Officer, or by calling you toll free at 1-800-668-5336.

(b) *All Other Applicants:* This sub-Section 22.(b) applies to the Applicant if that person is a company, a partnership or any other legal entity or organization. From time to time,

(i) You may collect credit and other information (including information related to our transactions) about us ("Information") from us, from service arrangements we have made with or through you, from credit bureaus, credit reporting agencies, credit grantors and insurers, and from references we have provided to you;

(ii) You may use Information as follows:

— give it to credit bureaus, credit reporting agencies, credit grantors, insurers and, with our consent, to other parties,

— to determine our financial situation,

— to provide us with the services we request from you, and

— give it to anyone who works with or for you, but only as needed in connection with the services we request from you; and

(iii) You may also use Information for the following purposes:

— to promote your services to us and add it to client lists you prepare and use for this purpose, and

— share it with Merchants and other Citigroup companies (where the law allows this) so that they may promote their services to us.

We may tell you to stop using Information in the ways described in (iii) above at any time by writing to you at Citi Cards Canada Inc., 5900 Hurontario Street, Mississauga, Ontario, L5R 0B8. You acknowledge that the use of Information in the ways described in (iii) above is at our option and that we will not be refused credit or other services just because we have told you to stop using it in those ways.

For the purposes of (iii) above, "Merchants" mean merchants which honour an Account or a Card as the method of payment for goods or services (or both) that we may purchase from them; and other Citigroup companies include your affiliates which are engaged in the business of providing any one or more of the following services to the public in Canada: deposits, loans and other financial services; credit, charge and payment card services; leasing and indirect lending services; insurance services.

23. Customer Inquiries/Lost and Stolen Cards: For customer inquiries or to report a lost or stolen Card, we may call [1-800-668-5336] (toll free in North America).

24. Language: You and we have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Vous et nous avons expressément demandé que ce contrat et tout document y afférent, y comprise tout avis, soient rédigés en langue anglaise.

25. Supplementary Terms (Quebec Only):

This Section is applicable to us only if we are a Quebec Consumer:

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.

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.

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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.

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) in effect for the period covered by an Account Statement is **23.25%** per annum.

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%**	**24.99%**
$100.00	**$1.66**	**$1.94**	**$2.08**
$800.00	**$13.27**	**$15.50**	**$16.66**
$1,400.00	**$23.22**	**$27.13**	**$29.16**
$2,000.00	**$33.17**	**$38.75**	**$41.65**

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)** *Late Payment Fee:* Except for Quebec Consumers, **1.5%** of the Interest-Bearing Balance.
   - **(c)** *Dishonoured Cheque Charge:* Except for Quebec Consumers, **$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 NSF service fee charged by that financial institution on the NSF cheque or other instrument.)
   - **(d)** *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.
   - **(e)** *Sales Draft Copy Fee:* No charge for a copy of a sales draft referred to in the current Account Statement. Except for Quebec Consumers, **$2.00** for each copy of a sales draft referred to in an Account Statement for any other billing period.
   - **(f)** *Foreign Currency Conversion Fee:* You will charge us 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 Commercial Revolving Card Agreement with us.
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 found in this Disclosure Statement is current as of August **2019**.