

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish my liability for any Debt under dispute.

#### 20. Collection and Use of Information and My Privacy:

(a) From time to time you may collect credit and other financially-related information (including information related to my transactions) about me ("Information") from me, from service arrangements I have made with or through you, from credit bureau and other financial institutions, and from any references I have provided to you;

(b) You may use this Information as follows:

(i) to give to credit bureaus, other financial institutions and any of your successors and assignees and, with my consent, to other parties;

(ii) to determine my financial situation;

(iii) to provide me with the services I request from you; and

(iv) as necessary, to give it to anyone who works with or for you, including a service provider located in the United States who may be required by a lawful order made in that country to provide this information to the United States government or its agencies. You may use my social insurance number (SIN) as an aid to identify me with credit bureau and other financial institutions for credit history file matching purposes.

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

(i) to promote your services, or services provided by your marketing partners, to me and add it to client lists you prepare and use for this purpose;

(ii) I provide consent that my Cardholder information may be shared with Visa Canada, Visa International, and their employees and agents for the purposes of cardholder participation in contests administered by Visa; processing, authorizing and authenticating cardholder Visa transactions; and providing customer assistance. I may tell you to stop using Information in the ways described in sub-Section 20 (c) (i) at any time by calling you toll-free at 1-877-727- 6883. You acknowledge that the use of Information in the ways described in sub-Section 20 (c) (i) is at my option and that I will not be refused credit or other services just because I have told you to stop using in those ways. If I am no longer your client or this Agreement terminates, you may keep Information in your records so long as it is needed for the purposes described in sub-Section 20 (b) above. I consent to, and accept this as prior written notice of, your obtaining a credit report or other Information about me from time to time. I may obtain further information on my privacy by referring to your Privacy Code available on request (toll-free 1-888-281-7793 or 416-777-5851) or on your website at hometrust.ca.

**21. Card Features and Benefits:** You may make benefits and special services available to me in connection with the Card(s), including insurance benefits and the Health & Legal Assistance Services described in section 22. The benefits and special services applicable to my Card(s) are described in the welcome letter and information that you provide me with the Card(s).

The following applies with regard to benefits and special services:

- Each benefit or special service is subject to the additional terms and conditions that are set out in the certificate or other information you provide me.

- The terms and conditions for the benefit or special service are subject to change from time to time and you may cancel a benefit or special service without prior notice to me.

The benefits and special services are supplied by third parties. I must deal directly with the service or benefit provider for any claim or dispute. You are not liable for any special service or benefit you do not directly supply.

- A benefit or special service may require that I enrol or purchase it separately. I can obtain information on the benefits and special services applicable to my Card at your website hometrust.ca.

#### 22. Health and Legal Assistance Services:

**Provided by:** Sigma Assistent Inc.

- Bilingual Assistance Coordinators are on call 24 hours a day at 1-866-358-4140.

- Unlimited toll-free calls are included in the services.

- Sigma Assistance Coordinators are supported by registered nurses and accredited lawyers across Canada.

- Assistance services are available to me as the cardholder and my immediate family living at home.

**Health Assistance:** Health Assistance is a phone service designed to provide answers to questions of a health or medical nature. It is not intended to replace the care of the appropriate, qualified health care professional. If I have a medical emergency, I will contact 911. Occasionally a nurse may not be available at the time of my call. Sigma Assistance Coordinators will then obtain the necessary information for the first available nurse to call me back within 24 hours of my call.

**Legal Assistance:** Legal Assistance is a phone service designed to provide answers to questions of a legal nature. Sigma lawyers will not provide legal advice, express opinions, analyze legal documents or represent the caller in any way. Questions that pertain to criminal law are excluded from the topics covered by this service. Legal Assistance services can be accessed 24 hours a day. However, Sigma lawyers will only be available Monday to Friday from 9:00 AM to 8:00 PM EST and Saturday from 9:00 AM to 5:00 PM EST. Legal Assistance is not an emergency service. Occasionally a lawyer may not be available at the time of my call. Sigma Assistance Coordinators will then obtain the information necessary for the first available lawyer to call me back within the next business day following my call.

**23. Your Liability to Me:** You are not liable to me for damages of any kind, regardless of whether the matter giving rise to my claim or dispute is within or not within your control, other than that may arise from fraudulent or flagrantly reckless departures from the ordinary operation of card accounts, including such matters as: if I cannot access my Account, my Card is not honoured, a recurring or non-recurring preauthorized payment cannot or should not be posted to the Account or I cannot exceed my Credit Limit even though you have permitted me to do so previously

**24. Complaint Resolution Procedure:** Should I have a concern or complaint about the Account, I should contact the person at Home Trust Company I am dealing with. If such person is not available or cannot settle the matter to your satisfaction, you can contact a Customer Complaint Officer at 1-800-990-7881. You will make every attempt to resolve my complaint at this stage but if my concern or complaint remains unresolved, as a next step, I may bring it to the attention of Home Trust Company's Ombudsman by writing to Home Trust Company, Attn: Ombudsman, 145 King Street West, Suite 2300, Toronto, ON M5H 1J8, by e-mail to Ombudsman@hometrust.ca or by telephone at 1-877-903-2133 ext. 5008 (in Toronto 416-775-5008). If I feel that my concern or complaint has not been properly dealt with by Home Trust Company through the foregoing procedures, I may write the Ombudsman for Banking Services and Investments at P.O. Box 896, STN Adelaide, Toronto, ON M5C 2K3, e-mail ombudsman@obsi.ca or call or fax them at 1-888-451-4519 (tel) or 1-888-422-2865 (fax). The complaint procedures are set out in full on our website www.hometrust.ca.

**25. Financial Consumer Agency of Canada:** You are subject to a number of federal consumer laws that protect me, such as disclosing information about interest rates and fees and providing me with certain information on my Account Statement. If I have a complaint about a potential violation of these laws, I may contact you or I may contact the Financial Consumer Agency of Canada through their website at www.fcac-acfc.gc.ca or at the below address:

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

#### Home Trust CashBack Rewards Terms and Conditions

I agree to the following terms and conditions which form part of the Home Trust CashBack Rewards Visa Cardholder Agreement between you and I.

**1. When CashBack Rewards are issued:** Purchases, less any refunds shown on my account statements, qualify for the CashBack Rewards if my account is in Good Standing.

**2. When CashBack Rewards are not issued:** Cash advances, interest charges, fees, payments, credit or debit adjustments and any amount other than purchases that may be charged to my Account with my card or cheques, do not qualify for CashBack Rewards. You may establish other qualifying and non-qualifying transactions from time to time.

**3. How CashBack Rewards are issued:** Where Purchases qualify for CashBack Rewards, I will earn 1% in CashBack Rewards in the period ending with my most recent Account Statement. CashBack Rewards are rounded to the nearest cent. If an Account Statement shows more Refunds than Purchases, CashBack Rewards will be deducted from accumulated CashBack Rewards or CashBack Rewards I receive later.

**4. Bonus CashBack Rewards:** From time to time you may offer bonus CashBack Rewards for Purchases at designated merchants, types of merchants or for certain promotional activities. Additional terms and conditions may apply to these programs.

**5. Withdrawing CashBack Rewards:** You may cancel or reverse any CashBack Rewards not issued properly as determined by you. You may refuse to issue CashBack Rewards or may withdraw CashBack Rewards already issued if my Account is not in Good Standing.

**6. Accumulating, redeeming and crediting my Account with CashBack Rewards:** I will accumulate CashBack Rewards over the course of a calendar year beginning with the Purchases shown on my January Account Statement. You will redeem the CashBack Rewards in December each year and credit my Account in January of the following year.

**7. When you may not credit my Account:** You may not credit my account if my account has been closed or if my Account is not in Good Standing. As well, if I have a negative CashBack Rewards balance (because I had more Refunds than new Purchases), CashBack Rewards will be deducted from accumulated CashBack Rewards or from CashBack Rewards I receive later.

**8. Transferability:** CashBack Rewards are not transferable to any other Account.

**9. Tax reporting:** Any obligations relating to tax liability or tax reporting arising from the CashBack Rewards Program are my responsibility.

**10. Amendment and cancellation:** You have the right at any time to amend these CashBack reward terms and conditions or cancel the CashBack Rewards Program. If you cancel the CashBack Rewards Program, you will credit my Account for the CashBack Rewards I have previously earned, unless my Account is not in Good Standing at the time.

\* Visa Int./Home Trust Company, licensed user of mark.

® Registered trademark of Home Trust Company.

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March 2016



Home Trust CashBack Rewards Visa\* Card  
CARDHOLDER AGREEMENT

What the words mean: As this Agreement and the Disclosure Statement are read, please remember that, "I", "me" and "my" mean the Applicant for the Account and a Card. If there is a Co-Applicant for a Card, these words also mean the Applicant and each Co-Applicant individually, and "we", "us" and "our" mean the Applicant and each Co-Applicant collectively; and "you" and "your" mean Home Trust Company.

Also, the following words have the meanings indicated:

"Account" – The Home Trust CashBack Rewards Visa account we have opened in the Applicant's name to which all Debt is charged;

"Account Statement" – Our written statement of the Account that we prepare for the Primary Cardholder approximately every four (4) weeks [the period covered by each Account Statement will vary between twenty seven (27) days and thirty four (34) days];

"Applicant" – The individual who has signed the Application as the applicant;

"Application" – The request made to you for the Account and my Card(s);

"Authorized User" – The holder of a supplementary Card who has been authorized by the Applicant to use the card;

"Card" – The Visa credit card(s) you issued on the Account in my name or Co-Applicant's name and all renewals of and replacement for the credit card(s);

"Cash Advance" – An advance of cash (or equivalents to cash, including balance transfers, convenience cheques, wire transfers and electronic funds transfers) that is charged to the Account with or in connection with my Card(s);

"Co-Applicant" – An individual who has signed the Application as a co-applicant and is jointly and severally liable for the amount of the Debt;

"Credit Limit" – The maximum amount of Debt that can remain outstanding and unpaid at any time on the Account;

"Debt" – All amounts charged to the Account with or in connection with the Card(s) including Purchases, Cash Advances, Interest, service fees and other charges;

"Disclosure Statement" – A written statement of the Interest Rates, service fees and other charges, and the minimum payment for the Account set out in a document accompanying my Card(s) when you issue it to me and in any other document or statement you may send to me from time to time;

"Due Date" – The date on which my Minimum Payment is due as indicated on my Account Statement;

"Good Standing" – My Account is paid as agreed and is not past due;

"Interest-Bearing Balance" – The unpaid balance of the Debt outstanding in the Account that is made up of any combination of Interest-Bearing Purchases and Cash Advances;

"Interest-Bearing Purchase" – A Purchase appearing on an Account Statement for the first time that is not paid in full by the Due Date and subject to interest as provided in this Agreement;

"Interest Rate (Cash Advances)" – The annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

"Interest Rate (Interest-Bearing Purchases)" – The annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase;



“Interest Rates” – Collectively, the Interest Rate (Cash Advances) and the Interest Rate (Interest-Bearing Purchases);

“Minimum Payment” – The Minimum Payment on the Account referred to in the Disclosure Statement and set out on each Account Statement;

“New Balance” – The amount indicated as such on an Account Statement;

“Overpayment” – Any payment greater than the minimum balance due as shown on each Account Statement;

“Pay Ahead” – If I make an overpayment, and the overpayment satisfies the next month’s minimum payment, the statement will display “zero” as the next minimum payment;

“PIN” – The personal identification number for Purchase transactions at chip terminals and used at an Automated Teller Machine that has been assigned by you to my Card(s) or that has been selected by me in your prescribed manner;

“Primary Cardholder” – The individual who applied for the Account, the Applicant;

“Purchase” – A purchase of goods or services (or both) that is charged to the Account with or in connection with my Card(s);

“Statement Date” – The date indicated as such on an Account Statement.

I agree with you as follows:

**1. General Terms of Agreement:** This Agreement and the Disclosure Statement apply to the Account and my Card(s). This Agreement replaces all prior cardholder agreements between you and me for the Account, and for my Card(s). If I sign, use or accept my Card(s), 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. I should keep a copy of the most current Agreement for my records.

**2. Card Use:** I may use my Card(s) to obtain advances of money from you through Purchase transactions, Cash Advance transactions, and other transactions you permit from time to time. The use of the Account, the Card and the PIN is governed by this Agreement. I must not use my Card(s) after the expiration date shown on it or after you have revoked any of the rights and privileges attached to the card or after the termination of this Agreement. I acknowledge responsibility for care and control of both my Account number and my PIN. I/we must keep possession of my Card(s) and keep my PIN strictly confidential as well as take all reasonable precautions to ensure no one finds out my PIN.

**3. Card Ownership:** You are the owner of my Card(s). No one but the person named on the Card is permitted to use it. I do not have the right to assign or transfer this Agreement, the Account or my Card(s) to anyone else. You may assign this Agreement or any of your rights under it without notice or consent.

**4. Personal Identification Number, Lost Stolen and Unauthorized Use of Card:**

**Personal Identification Number:** You will provide me with a personal identification number (PIN) for my Card or advise me how to select it. You will also tell me how to change my PIN. Protecting the security of my Card is important. I agree to keep my PIN confidential and separate from my Card at all times and to select a PIN which cannot be easily guessed. A PIN combination selected from my name, date of birth, telephone numbers, address or social insurance number should not be used. No one but me is permitted to know or use my PIN or any other security codes such as passwords, access codes

and account numbers that may be used or required for Internet or other transactions.

**Lost or Stolen Card:** I must tell you at once if my Card is lost or stolen or if I suspect it is lost or stolen, and provide all pertinent information that is requested to aid in the recovery of the Card. I may do this in the way you have set out on each Account Statement.

**Unauthorized Use of Card:** If someone uses my Card and my PIN or my Account number with any other security code to make unauthorized purchases or otherwise obtain the benefits of my Card, I will not be responsible for those charges provided that I: (i) am able to establish to your reasonable satisfaction that I have taken reasonable steps to protect my Card against loss or theft and to safeguard my PIN and other security codes in the manner set out in this Agreement, and (ii) cooperate fully with your investigation. I will, however, remain fully responsible for all such charges if I voluntarily disclose my PIN or other security code or otherwise contribute to the unauthorized use of my Card or access to my Account.

I am not responsible for unauthorized use of my Card or my Account number in transactions in which neither a PIN nor a security code is used as the cardholder verification method provided that I cooperate fully with your investigation.

For the purposes of this protection, “unauthorized use” of a Card or Account number means use by a person other than me and from which I do not receive any benefit.

**5. Credit Limit:** You will set a Credit Limit for my Account. You will tell me what the current Credit Limit is on the document accompanying my Card(s) when you issue it to me, and on each Account Statement. I will not permit the Debt I owe to you at any time to exceed the Credit Limit. I understand that the use of my Card(s) and the Account may be suspended, or a fee as disclosed may be levied, at your discretion, if the Credit Limit is exceeded.

**6. Liability for Debt:** Subject to Section 4 and Section 19, I will be liable to you for all Debt charged to the Account no matter how it is incurred and even though, in the case of one or more Co-Applicants or an Authorized User, you do not send Account Statements to each of us. If there is one or more than one Co-Applicant, we will be jointly and severally liable to you for all of that Debt and everything else we have agreed to with you in this Agreement.

**7. Payment of Debt:**

(a) Subject to sub-Sections 7 (b), 7 (c) and Section 11, I may pay the Debt I owe to you in full or in part at any time.

(b) Subject to sub-Section 7 (c) and Section 11, I must make one of the following payments of the Debt shown on each Account Statement by the 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,
- (ii) a payment of not less than the minimum payment shown on the current Account Statement which will be determined in the manner set out in the Disclosure Statement, or
- (iii) Any payment greater than the above.

(c) PAY AHEAD FEATURE – (Applicable to Preferred Visa only) As an added benefit, any time an overpayment is made and the overpayment satisfies the next month’s minimum payment, the

statement will display “zero” as the next minimum payment, however, interest will continue to be charged on the unpaid balance. The Account must be open, in Good Standing, and the current balance at 90% or less of the Credit Limit.

(d) I must also pay, in addition to the amount set out in sub-Section 7(b), the amount of any Debt shown on the Account Statement that exceeds the Credit Limit.

(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, (for example, a postal disruption) any one or more Account Statements to me or when I, for any reason, fail to receive or access any one or more Account Statements. I must contact your Card Centre by telephone (1-877-727-6883) at least once a month during such a delay or interruption or non receipt to obtain any payment information I do not have and need to know in order to comply with this Section.

I will maintain all reasonable efforts to ensure my payment(s) will not exceed the Debt owed. Any credit balance will be applied to unbilled items in the order in which they are posted to the Account.

**8. Interest Charges:**

(a) Purchases: My payment due date will be at least 21 days after the Statement Date. There will not be any interest charges on the amount of any Purchase appearing on my Account Statement for the first time if the New Balance shown on my Account Statement is paid in full by the Due Date, even if I am carrying a balance from the previous month. Cash Advances: There is no interest-free period on Cash Advances.

(b) Interest-Bearing Balance: I will pay interest on the Interest-Bearing Balance at the Interest Rates then in effect and in the manner described below and in sub-Section 8 (c). You will charge me interest:

- (i) on the amount of each Interest-Bearing Purchase from (and including) the transaction posting 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 amount of each Cash Advance from (and including) the day I obtain them to the day you receive payment in full of the Interest-Bearing Balance. You will not charge me interest on billed interest.

(c) Interest Calculation: The interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchases) in effect and dividing the result by the number of days in the year.

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. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

You will charge interest on all service fees described in the Disclosure Statement as though they were Interest-Bearing Purchases.

**9. Application of Payments:** Each payment of the Debt is first applied towards my Minimum Payment. You will apply each payment of the Debt in the following order: interest charges; service fees and other charges; billed Cash Advances; Interest-Bearing Purchases; unbilled Cash Advances; and unbilled Purchases. All payments must be made in Canadian dollars. 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 for it.

Your pre-authorized payment service will allow me to have my Minimum Payment due to be automatically deducted from my bank account on the Due Date.

Additional payments may be made by mail, by sending the remittance slip accompanying each statement together with a cheque or money order. Alternatively, additional payments may be made at any Financial Institution in Canada that displays the Visa logo. Payments must be received by Home Trust Company by the Due Date in order to be processed by the Due Date.

**10. 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.

**11. Default:** I will be in default if I fail to make any payment when due, exceed my Credit Limit and not pay the excess when due, become a subject of bankruptcy or insolvency proceedings, die, fail to comply with any of the terms of this Agreement, or provided false information to obtain my Account. If I am in default, I must pay all debt at once, without notice or demand. Also, you may revoke any of the rights and privileges attached to my Card(s) and Account, cancel my Card(s) and terminate this Agreement as to future Purchases or Cash Advances, all without notice. I agree to cut in half and immediately return my Card(s) to you upon demand.

**12. Automated Banking Machines:** I may use my Card together with my PIN to make transactions on the Account at those banking machines and terminals which display the Visa logo, 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 PIN. I acknowledge that I may make Cash Advances until I reach my Credit Limit. After this maximum is reached, additional requests for Cash Advances will be declined until I make a payment on my Account.

**13. Illegal Transactions:** I acknowledge that I will not use my Card(s) for any illegal transactions or to purchase any illegal products or services.

**14. Changes to Disclosure Statement:** You may periodically change the Interest Rates, service fees and other charges, and the minimum payment for the Account set out or referred to in the Disclosure Statement. I will be given at least thirty (30) days prior written notice of each change, directed to the Applicant’s address last appearing on your records, and where so required, to the Co-Applicant’s address last appearing on your records. If my Card is used or any Debt remains unpaid after the effective date of a change, it will mean that I have agreed to the change.

**15. Changes to Agreement:** You may change this Agreement periodically. I will be given at least thirty (30) days prior written notice of each change, directed to the Applicant’s address last appearing on your records, and where so required, to the Co-Applicant’s address last appearing on your records. If my Card is used or any Debt remains unpaid after the effective date of a change, it will mean that I have agreed to the change.

**16. Change of Address:** I acknowledge that I am responsible for notifying you of any change of address within ten (10) days of moving either in writing, or by contacting your Card Centre by telephone at 416-777-5851 or toll free at 1-877-727-6883.

**17. Termination and Revocation:** (a) I may terminate my credit privileges on my Account at any time by notifying you of my intention to terminate. Card(s) are issued with an expiration date. You have the right not to renew my account. Without limiting your rights provided in the section of the Agreement entitled “Default”, you have the right to revoke any of the rights and privileges attached to my Card(s) and terminate this Agreement as to future Purchases or Cash Advances at any time for any reason, all without prior notice. If either of us terminates my credit privileges, I must pay all Debt at once and return my Card(s) to you at once. I agree that my obligations and our rights under this Agreement will remain in effect following revocation or termination until all balances on my Account incurred before or after revocation are paid in full.

(b) If I fail to comply with my obligations to you under this Agreement, 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(s).

**18. Problems with a Purchase:** Before contacting you, I will attempt to settle all claims, problems and disputes regarding any Transaction or any credit voucher issued by a merchant directly with the merchant. You do not make any conditions, warranties or representations with respect to any goods or services available for Purchase(s) on my Account. I am responsible for any recurring transactions or payments that I have authorized merchants to charge to my Visa Account, even after I or you cancel this Agreement. If I wish to discontinue any such recurring transactions or payments, I must directly contact the merchant and then check my Account Statements to ensure that the transactions or payments have, in fact, been discontinued. I must still pay all Debt as required by the Agreement. Although you are not obliged to take any action for merchant disputes unless required to do so by law, in some circumstances you may be able to provide assistance in resolving a disputed transaction or payment. If I wish to discuss a dispute, I may contact Customer Service by telephoning toll-free during regular business hours at 1-877-727-6883.

**19. 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 or unauthorized activity on a Visa Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Visa Statement.

If I do not notify you as required, you are entitled to treat the above Visa 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 Visa Statements, entries, and balances.