

## Aura Prepaid Mastercard® Cardholder Agreement

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

The Aura Prepaid Mastercard Card (“**Card**”) is issued by Peoples Trust Company pursuant to license by Mastercard International Incorporated and made available by Celero Solutions Inc. (“**Celero**”) as part of the Aura program, and is delivered as part of the Aura program by Celero’s program delivery partner, Credit Sesame Canada Inc. d/b/a Stack Fintech (“**STACK**”).

This Agreement applies to all Cards associated with your account including those of Supplementary Cardholders. By activating, signing and/or using the Card, you are agreeing to these terms and conditions and the fees outlined below for yourself, and you assume all rights and obligations for any Supplementary Cardholder and their use of a Card under the terms and conditions of this Agreement.

Where this Agreement specifies an obligation on you, that would also apply to a Supplementary Cardholder as a condition of their usage of a Card, the Supplementary Cardholder shall also adhere to that obligation and their failure to do so shall be considered a breach of this Agreement by you.

Capitalized terms have the meaning ascribed to them as set out in Definitions section below.

**Personal Information:** By applying for a Card through your financial institution, you consent to the collection, use, disclosure, retention, and sharing of your personal information by your financial institution, Celero, STACK (pursuant to the Account Terms), Peoples Trust Company, and their service providers as described below. The collection of that information is necessary for the entering into and performance of this Agreement.

If you do not consent to the collection, use, disclosure, retention, and sharing of your personal information as set out in this Cardholder Agreement and the Account Terms, you may not apply for or use a Card. If you choose to opt-out of the Aura Account Agreement, you opt out of the Cardholder Agreement.

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

**Card Issuer:** The Aura Prepaid Mastercard Card is issued by Peoples Trust Company pursuant to license by Mastercard International Incorporated.

**Card Information and Balance:** Your Balance, transaction stream, expiry date of the Card, and up-to-date Card terms and conditions are available for free through the App, and the Card terms and conditions are also available at [www.auraloyalty.ca](http://www.auraloyalty.ca). Should you have any questions you can contact customer service through live chat on the App or call our toll-free customer service number at 1-855-777-9790.

### **Fees:**

<b>Type of Fee</b>	<b>Fee Amount</b>	<b>Description</b>
Foreign Exchange Fee	1.5%	For foreign currency transactions, we will charge you in Canadian currency if you use your Card to make transactions in a foreign currency. We will convert the transaction amount directly to Canadian dollars using the Mastercard Conversion Rate in effect on the day we post the transaction to your Card. When the transaction is posted to your Card, in addition to the Mastercard Conversion Rate, you will be charged an administration fee of 1.5% on the amount of the transaction for each foreign currency transaction.

**Card Restrictions:** The Primary Cardholder must be a Canadian resident of the age of majority as defined by the laws in the province or territory where they reside. Supplementary Cardholders must be Canadian residents 13 or older but less than the age

of majority as defined by the laws in the province or territory where they reside. The Primary Cardholder may only request Cards for Supplementary Cardholders who reside at the same address as the Primary Cardholder. Each of Primary Cardholder and Supplementary Cardholder is restricted to one Card and the maximum number of Supplementary Cardholders permitted is five (5). The Card is not available to Primary Cardholders or Supplementary Cardholders who are residents of the Province of Quebec at this time.

When the Supplementary Cardholder reaches the age of majority as defined by the laws in the province or territory where they reside, the Supplementary Card will be suspended unless the Supplementary Cardholder opens a regular Card account in the Supplementary Cardholder's own name and that is not associated with the Primary Cardholder. The Supplementary Cardholder may obtain a regular account by submitting an application for a Card. If the Supplementary Cardholder declines to obtain a regular account, the Supplementary Cardholder's Card will be terminated and the available Balance on the Supplementary Card will be transferred back to the Primary Cardholder's Card.

Use of your Card in certain countries may be restricted by law. Regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from your Card, are not permitted. All PAD transactions will be rejected, and Peoples Trust will not be liable for any costs incurred by you as a result. You may not use your Card to commit any illegal, improper or prohibited activity. Your Card may be deactivated at any time if fraud, related to your Card or use of your Card, is suspected. You may not add funds to your Card via wire transfer. You do not have the right to stop payment of any transaction you conduct with the Card. Your Card is subject to daily load, transaction, and withdrawal limits as set out below. Peoples Trust may change these limits in accordance with Applicable Law and will post notice on [www.auraloyalty.ca](http://www.auraloyalty.ca) at least thirty (30) days in advance of the date such change is to come into effect. The change will take effect on the date indicated in the notice. Your continued use of the Card, after the change to the limits has come into effect, will be taken as your acceptance of that change.

**Card Expiry and Access to Balance:** Your right to use the funds loaded onto your Card does not expire. Any funds that remain on the Card when you cancel the Card will be refunded to you.

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

#### Limits

Maximum Card Balance	\$20,000.00
Maximum Number of Cash loads per day	4
Maximum Number of Cash loads per month	20
Maximum Amount per single direct deposit load transaction	\$8,000.00
Maximum Number of Interac e-Transfer loads per day	10
Maximum Number of Interac e-Transfer loads per month	60
Maximum Amount per single Interac e-Transfer load transaction	\$3,000.00
Maximum Daily Cumulative Amount in-person debit card/ cash load, or direct deposit loads	\$8,000.00
Maximum Daily Cumulative Amount Interac e-Transfer loads	\$4,000.00
Maximum Monthly Cumulative Amount, loads (including Interac e-Transfer loads)	\$20,000.00
Minimum Amount per single in-person debit card or cash load at Canada Post locations and participating Loadhub retail locations	\$200
Maximum Amount per single in-person debit card or cash load at Canada Post locations	\$3000
Maximum Amount per single in-person debit card or cash load at participating retail locations	\$500
Maximum Number of Point of Sale (POS) transactions per day	15
Maximum Amount per single Point of Sale transaction	\$2,500.00
Maximum Daily Cumulative Amount, POS	\$5,000.00
Maximum Monthly Cumulative Amount, POS	\$20,000.00
Maximum number of ATM transactions per day	2
Maximum Amount per single ATM transaction	\$500.00
Maximum Daily Cumulative Amount, ATM	\$1,000.00
Maximum Monthly Cumulative Amount, ATM	\$2,000.00
Maximum Amount per single card to card transfer transaction	\$2,500.00
Maximum Daily Cumulative Amount, card to card transfer	\$5,000.00

Maximum daily combined spend and cash withdrawal	\$5,000.00
Minimum load amount required for using Request for Pay - e-transfer	\$10

*No card or account management fees will be charged to you by Peoples Trust. Fees may be charged for use of ATMs by ATM operators, over which we have no control.*

**The Card can not be used to:**

- **conduct quasi-cash like transaction such as purchasing currency, money orders, travelers cheques;**
- **repay debt, make loan payments, make lease payments or mortgage payments; and**
- **conduct transactions involving securities, stocks, bonds, commodities or mutual funds.**
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**Lost or Stolen Card or PIN:** You must take all reasonable steps to protect your Card and/or PIN against loss, theft, or unauthorized use. You should not maintain a written record of or disclose the PIN to a third party, including family members and friends. If you lose your Card and / or PIN or you become aware that your PIN may have become known to someone else, you should block (“freeze”) your card on the App and call us immediately at 1-855-777-9790. Avoid PIN combinations that may be easily guessed by others. All transactions carried out on your Card before you notify us will be considered to have been made by you.

If you forget the PIN, please call customer service at 1-855-777-9790 to obtain assistance. The Card will be disabled if an incorrect PIN is entered three (3) times. If the Card is disabled, please contact customer service at 1-855-777-9790 for assistance. If the PIN is disabled, or if a merchant does not accept chip and PIN transactions, where it is acceptable to and supported by the merchant you will be able to effect a transaction by physically signing for any transactions at merchants.

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

**Key Cardholder Responsibilities under this Agreement:**

- You must take all reasonable steps to protect the Card (and PIN, if applicable) against loss, theft, or unauthorized use. If you lose the Card (or PIN), you must call customer service immediately.
- You must activate the Card as instructed upon receipt of the Card.
- You must surrender the Card to us immediately upon request by us.
- You must ensure that there is a sufficient Balance on the Card to cover the full amount of transactions made with the Card.
- If your information, associated with the Card, changes, you must notify us of the change(s).
- If you become aware that your information, associated with the Card, is incorrect, you must notify us of the correct information.
- If you find an error in any transaction record, you must communicate the error to the merchant with whom you made the transaction.
- If you wish to dispute a transaction on your Card, you must notify us in writing of your dispute within sixty (60) days of the transaction date.
- You must only use our online resources as set out in ‘App, Website and Availability’, below.

**Detailed Terms and Conditions:**

**Definitions:**

“**Aura Account**” means the Aura digital account in connection with which the Card is made available and provided to you and the Supplementary Cardholder.

“**Account Terms**” means the terms of service governing your Aura Account, and that of the Supplementary Cardholder, as set out in the Aura Account agreement, which must be accepted by you in order to submit an application to receive an Aura Account.

“**Agreement**” means this Aura Prepaid Mastercard Cardholder Agreement between Peoples Trust Company and the Primary Cardholder, and all documents that are expressly referred to herein, which govern your use of the Aura Prepaid Mastercard Card.

“**Amendment**” refers to any change to a term or condition of this Agreement or to the addition of a new term or condition, including increasing or adding new fees.

“**App**” means the Aura mobile device application providing consumer interface to your Account, as offered, and made available by STACK in accordance with the Aura Account agreement and Cardholder Agreement.

“**Applicable Law**” means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), Canada’s Anti-Spam Legislation (CASL), PCI DSS or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that STACK and Peoples Trust Company are subject to, or any bylaw, operating rule or regulation of Mastercard.

“**ATM**” means an Automated Teller Machine.

“**Balance**” means the amount of the funds that are loaded onto the Card and are available for spending.

“**Canada’s Anti-Spam Legislation (CASL)**” means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)”, and its regulations, as may be amended from time to time.

“**Card**” refers to both of the Physical and Virtual versions of the Aura Prepaid Mastercard Card activated, received, or used by the Primary Cardholder or Supplementary Cardholder.

“**Foreign Exchange Fee**” means the foreign exchange service charge of 1.5% charged to you for each foreign currency transaction.

“**Governmental Authority**” means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Peoples Trust Company and/or STACK or any Person, property, transaction, activity, event or other matter related to this Agreement. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority’s underlying mandate, function or activity.

“**Load**” or “**loading**” mean adding or transferring funds to the Card to obtain or increase a Balance.

“**Mastercard**” means Mastercard Incorporated and its successors and assigns.

“**Mastercard Conversion Rate**” means the rate that we pay to Mastercard to convert foreign currency to Canadian currency.

“**PCI DSS**” means a multifaceted security standard defined by Payment Card Industry Security Standards Council and includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.

“**Person**” means an association, a corporation, an individual, a partnership, a trust, an unincorporated organization or any other entity or organization.

“**Peoples Trust**” means Peoples Trust Company and its affiliates, successors and assigns.

“**Personalized Card**” means an Aura Prepaid Mastercard Card personalized with your name on it.

“**PIN**” means a Personal Identification Number used with your Card for POS transactions or at ATMs for additional security.

“**POS**” means point of sale, where you can use the Card to purchase goods or services from a merchant.

“**Primary Cardholder**” means you, the individual who opens an Aura Account, to whom Card issued and is responsible for all Cards issued in connection with the Aura Account, including Cards issued to Supplementary Cardholder(s).

“**Supplementary Cardholder**” means any individual, of the age 13 or older but less than age of majority as defined by the laws in the province or territory where they reside, to whom we have issued a Card at the Primary Cardholder’s request.

“**Transaction Amount**” is the amount that is debited from the Balance in connection with the Primary or Supplementary Cardholder’s use of the Card to purchase goods or services, which includes the amount of the Balance to be transferred, the Card

service charges, and the taxes imposed to complete the transaction.

“we”, “us”, “our”, and “Peoples Trust” each mean Peoples Trust Company, and our successors, subsidiaries, affiliates, or assignees.

“Website” means [www.auraloyalty.ca](http://www.auraloyalty.ca)

“you”, “your” and “yours” each mean the Primary Cardholder, the Supplementary Cardholder’s parent or guardian that consents to this Agreement on behalf of a Supplementary Cardholder, and any other Person you allow to use the Card, whether or not permitted by the Agreement.

**Acceptance:** This Agreement constitutes a binding agreement between you and us with respect to the terms of use of the Card.

**The Aura Prepaid Mastercard Card:** The Card is a prepaid Mastercard that can be used anywhere that Mastercard is accepted, including mail order, online, telephone, and point of sale retail merchants, subject to the terms of this Agreement.

**Activating the Card:** The physical Card cannot be used for any purpose until it has been activated in accordance with the instructions in the welcome letter that accompanies the Card when you receive it by mail. We will mail your Personalized Card to the address you provide to us.

**Supplementary Cardholders:** The Primary Cardholder may request issuance of a Card in connection with the Aura Account to a Supplementary Cardholder. The maximum number of Supplementary Cards at any time is five (5). The Primary Cardholder is solely responsible for use of each Card issued in connection with the Primary Cardholder’s Aura Account according to this Agreement. All rights, obligations, and liabilities of Supplementary Cardholders are the Primary Cardholder’s responsibility, including but not limited to responsibility for any negative balance however arising. We may process transactions and accept instructions initiated by a Supplementary Cardholder, acting alone, in any fashion permitted under this Agreement, and the Primary Cardholder will be bound by the instruction and transactions as if given or approved by the Primary Cardholder.. All funds loaded for use by a Supplementary Cardholder shall be subject to a right of survivorship, so that they become the property of the surviving Cardholder, however, in the event of death, you agree that we may provide information about the Supplementary Cardholder’s Account and their use to the estate representative, executor or trustee of the deceased Supplementary Cardholder. In the event that we are given written notice of the death or incapacity of any Supplementary Cardholder, or we are notified that the Supplementary Cardholder’s Account ceases to be associated with you, we may, in our discretion, place a hold on the funds loaded. YOU, THE PRIMARY CARDHOLDER, AGREE THAT YOU SHALL NOT CLAIM AGAINST US FOR ANY LOSS ARISING OUT OF OPERATION OF A SUPPLEMENTARY CARDHOLDER’S ACCOUNT, AND THAT WE ARE NOT RESPONSIBLE FOR THE CONDUCT OF A SUPPLEMENTARY CARDHOLDER. The Primary Cardholder knowingly accepts the risk that a Supplementary Cardholder’s transactions or otherwise may be your liability, including any fees for transactions where there are insufficient funds. It is the Primary Cardholder’s sole responsibility to ensure there are sufficient funds loaded on the Supplementary Cardholder’s Card to cover their transactions.

**Use and Ownership of the Card:** To use the Card, simply present the Card at the time of payment, and enter your PIN (or sign the receipt). You should retain the receipt as a record of the transaction. As you use the Card, the Card’s Balance will be reduced by the full amount of each purchase including taxes, charges, and other fees, if any. If you use your Card for card-not-present transactions (such as online, mail or telephone purchases), the legal effect is the same as if you used the physical Card.

The Card includes a PIN that can be used to withdraw any Balance available on the Card in cash at any ATM displaying the Mastercard or Cirrus® acceptance marks. When you use the Card at an ATM, the amount of the withdrawal, plus any applicable fees and taxes, will be deducted from the available Balance associated with your Card.

Your Card can also be used at any POS that accepts Mastercard contactless transactions subject to merchant purchase limits.

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

You agree that, if a merchant required that you sign the sales draft, we are not required to verify your signature on any sales draft prepared in connection with a transaction on the Card and we retain the right to authorize and process the transaction without conducting any signature verification whatsoever.

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

We may, in our sole discretion, cancel or suspend any features or services of the Card at any time, with or without cause, with thirty (30) days’ notice to you or as otherwise required by Applicable Law.

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

A pre-authorization will place a 'hold' on an amount of your available Card funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of that final payment amount will be released. The time it takes for a pre-authorization hold to be removed may vary depending on the type of merchant. The hold is typically removed within fourteen (14) days for most standard merchants, and within forty-five (45) days for hotels, cruise lines and car rental agencies. During the hold period, you will not have access to the pre-authorized amount.

**Loading Funds:** Your Card is reloadable, and the methods available for adding or transferring funds to your Card are listed on the Website and in the App. The load methods may change from time to time, and some load methods are offered by third party service providers and are subject to additional fees. See the Website and App and the applicable service providers' terms and conditions for more details. Subject to applicable Card fees, funds loaded to the Card via an existing bank account using an eligible debit card, direct deposit and card-to-card transfer will be available immediately after the load is confirmed by us. The time before funds become available may vary for other load methods. The funds provided by you to load a Balance onto the Card and the Balance on the Card are not a deposit, and they do not establish a separate individual deposit account with us or any other Canadian financial institution. You will not receive interest on the Balance or on any funds you load onto the Card.

Load services are provided by STACK or its service providers, and not by us. You agree that STACK, or its service providers, act as your authorized agent, and not as ours, and have your full authority to instruct us with respect to loading or its service providers for return to you. You agree that we may accept instructions to load funds on your Card as if we received those instructions directly from you in writing. You agree that we are not obligated to verify the instructions we receive from STACK or its service providers with you, or to ensure that STACK or its service providers deal with any funds paid to them in accordance with your instructions to them. **YOU ALSO AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY ERRORS MADE OR LOSS CAUSED BY STACK OR ITS SERVICE PROVIDERS IN PROVIDING US WITH LOAD INSTRUCTIONS UNDER ANY CIRCUMSTANCES, INCLUDING IF STACK OR ITS SERVICE PROVIDERS ARE NOT ACTING ON OR IN ACCORDANCE WITH PROPER OR GENUINE INSTRUCTIONS FROM YOU.** In such cases, you agree that you will not make or advance any claim against us, and that your sole claims, if any, shall be against STACK or its service providers who provided us with instructions, and subject to the terms of any agreements you may have with those parties. Methods available for loading or requesting repayment of funds on your Card, or allocating funds for savings purposes, may be obtained on the STACK App or otherwise from STACK. You may be required to enter into other agreements with STACK or its service providers to obtain these services.

Where repayments are requested, funds will be debited against your Card balance when we receive instructions from STACK or its service providers to make payment to them. Payment and processing times from STACK or its service providers are not within our control.

**Information about Balance:** It is your responsibility to ensure that there is a sufficient Balance on the Card to cover transactions plus any pre-authorized amounts. Your current Balance amount, and your transaction history, is available through the App. There may be a delay of up to 24 hours for an international transaction to appear in your transaction stream. If you have any concerns about your Balance or transaction stream you may activate a live chat with customer service or call toll-free at 1-855-777-9790. Your Card Balance will reflect all activity including both pending and posted transactions. **You are not allowed to exceed the Balance available on your Card for any transaction or cash withdrawal.**

Upon request you should receive a paper record of each POS transaction or ATM transaction for which you use the Card. It is your responsibility to obtain such record and ensure that it is accurate. Peoples Trust is not responsible for providing you with any transaction record or periodic statement. If you identify an error in any transaction record, you must address the error directly with the merchant or ATM operator. Peoples Trust will, upon your request, e-mail to you an electronic copy of the statement of transactions made with your Card.

**Insufficient or Negative Balance, Inactivity, and Excess Credit:** If you attempt to use the Card when there is insufficient Balance available to cover the full Transaction Amount, the transaction in most instances will be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative amount, you agree to reimburse us, upon request, for the amount of the Transaction Amount in excess of the Balance. If your Card has a negative Balance and three (3) consecutive transactions are conducted while the Card has a negative Balance, we will disable the Card to prevent any further transactions until the Balance on the Card is brought back to a positive Balance. You must not attempt to cause the Card to have a negative Balance. If a negative Balance is created on the Card following any transaction initiated or authorized by you, then you agree to repay the amount of the negative Balance to us within ten (10) days of such transaction.

If the Card has a negative Balance for sixty (60) consecutive days, we will put the Card into a suspended state so that no other transaction can be processed. Please call customer service if you wish to continue using the Card.

If there is no activity on the Card for ninety (90) consecutive days and the Balance on the Card is \$0.00 or negative, we will put the Card into a suspended state so that no other transaction can be processed. Please call customer service if you wish to continue using the Card.

If the Card has a Balance of \$0.00 or negative and there have been no transactions for one hundred and twenty (120) days, we may deactivate the Card without notice.

**Transactions Made in Foreign Currencies:** Transactions made on your Card in foreign currency will be billed in Canadian currency. The foreign currency transaction is converted to Canadian dollars at Mastercard Conversion Rate on the date the merchant finalizes the transaction. This may not be the same rate as on the date of the transaction, which may result in the final amount being higher or lower than the amount shown the day the transaction was made. We also charge Foreign Exchange Fee to your transaction amount.

When a foreign currency transaction is refunded to your Card, the Mastercard Conversion Rate used to convert your refund to Canadian dollars for the Card is the rate that we pay to Mastercard minus the Foreign Exchange Fee. Additionally, the rate that we pay to Mastercard may not be the same as the rate that existed on the date the transaction was refunded. For these reasons, the amount that is credited to your Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to the Card for that transaction.

**Expiry Date:** The Card will be valid and usable until either the Card expires, or you close your Aura Account, whichever occurs first. Your right to use the funds on your Card will never expire. If a replacement Card is issued to you and you do not activate the new Card within ninety (90) days, your Card account will be closed. Contact Aura customer service to receive a replacement Card, which will be issued provided that your Card account is in good standing.

**Protection against Loss, Theft, or Unauthorized Use:** If your Card is lost or stolen, you will be asked to provide us with the name on the Card, and answer an identifying question drawn from your personal information. If you lose the Card, someone might be able to use the Balance on the Card. Your Card can be used without a PIN to make purchases online. We will have a customer service representative, automated voice response service, or the App available seven (7) days a week, twenty-four (24) hours a day that will allow immediate cancellation of the Card upon your request.

A replacement Card with the remaining Balance after we have processed all transactions and they are completed before we had an opportunity to act on your information will be issued within fourteen (14) days after you report the Card lost or stolen to ensure that all transactions have been processed properly. You agree, to the extent permitted by Applicable Law, to cooperate completely with us in our attempts to recover from unauthorized users and to assist in their prosecution.

The Mastercard Zero Liability Policy applies to purchases made in-store, via telephone, online, or from a mobile device, as well as transactions at an ATM. As a cardholder, you will not be held responsible for unauthorized transactions if:

- (i) you have exercised reasonable care in protecting your Card and PIN from loss or theft, and
- (ii) you promptly reported the loss or theft of your Card or PIN to Peoples Trust.

If these conditions are not met, you will be liable for all unauthorized transactions completed before you reported the loss of theft of your Card or PIN to Peoples Trust. Verification of a Zero Liability claim can take up to one hundred and twenty (120) days once all the required forms and/or documents have been received and confirmed by Peoples Trust, and may require a police investigation.

**Personal Information Consent:** By applying for a Card, you consent to the collection, use, disclosure and retention of your personal information by STACK (pursuant to the Account Terms), Peoples Trust and their service providers for purposes relating to your application for a Card, your use of a Card (if a Card is issued to you) and as otherwise described below.

The collection of personal information is necessary for the entering into and performance of this Agreement. If you do not consent to the collection, use, disclosure and retention of your personal information as set out in this Agreement, and in the Account Terms, you may not apply for or use a Card. As explained below, you may withdraw your consent at any time, and upon notice of your withdrawal of consent, your Card and all related services from us and STACK will terminate in accordance with the terms below.

Peoples Trust, STACK and our service providers will collect information about you (e.g. your name, address, telephone number and date of birth) when you apply for a Card and, if a Card is issued to you, we, STACK and our service providers will collect information about you and your use of the Card and related services, including information about your Card transactions (e.g. the date, amount and place of each transaction) and other information as set out in the STACK Account Terms and (all collectively, "**Cardholder Information**"). We, STACK and our service providers will collect your Cardholder Information directly from you and from other sources, including third party providers of identity verification, demographic and fraud prevention services.

Peoples Trust and STACK will disclose your Cardholder Information to our service providers to assist us to provide services to you and to provide related services to us.

Peoples Trust, STACK, and our service providers will use, disclose and retain your Cardholder Information to open your account, process your application for a Card (including to verify your identity) and, if a Card is issued to you, to provide you with services relating to your Card (including to administer your Card and to process your Card transactions), to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce their legal rights and for other purposes required or permitted by Applicable Law.

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

Peoples Trust, STACK, and our service providers may use and store your Cardholder Information at facilities in various countries (including Canada and the United States of America). The personal information protection laws of those countries might be different from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities to access your Cardholder Information without notice. The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, we will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above.

Peoples Trust will use and rely on your Cardholder Information to issue and administer your Card and provide related services. We and our service providers will rely on you to ensure that your Cardholder Information is accurate, complete and up to date. You agree to promptly inform us and STACK (by live chat through the App or by contacting Customer Service at 1-855-777-9790.) of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information. You may communicate with us through the App or customer service number with regards to requests to access information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and correction in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be corrected, where necessary.

We and our service providers may use your Cardholder Information (including your telephone and mobile phone numbers and your email addresses) to contact you, including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialing systems) and instant messaging, regarding your Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

We and our service providers may monitor and record their communications and correspondence with you (including emails, online chats and /or telephone calls) for quality assurance, staff training and legal compliance purposes.

You may withdraw your consent to the collection, use and disclosure of your Cardholder Information at any time by contacting STACK through the App or Customer Service (at 1-855-777-9790.) and cancelling your Card and all related services from us. If you withdraw your consent, Peoples Trust and STACK will continue to collect, use, disclose and retain your Cardholder Information for as long as may be reasonably required to perform services relating to the cancellation of your Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law.

In addition to the above, if you consent to a third party collecting and using your personal information (including any Cardholder Information) for their own purposes (not as our service provider), including to send marketing and promotional messages to you, you will need to contact that third party directly to manage or withdraw your consents regarding your personal information as neither we nor STACK have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the third party.

The restrictions and requirements described above do not apply to Cardholder Information that is aggregated, anonymized, or otherwise de-personalized and does not identify you. Our general personal information practices are described in our privacy policy, as amended from time to time, available online at <http://www.peoplestrust.com/en/legal/privacy-security/privacy/>.

**Safeguarding Your Personal Information:** We protect personal information in our possession or control from loss, theft, alteration and misuse. The safeguards employed by us to protect your personal information depend on the sensitivity, amount, distribution, format and storage of the personal information. Although technologies can make it easier for fraud to occur, we employ around the clock monitoring systems and controls to detect and prevent fraudulent activity. We also build fraud prevention measures into our due diligence processes and regularly update our fraud detection/prevention methods. While we take precautions to protect your personal information from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission



of your personal data is at your own risk and we expect that you will use appropriate measures to protect your personal information as well.

**Amendments:** Peoples Trust may from time to time amend any term or condition of this Agreement, or add a new term or condition, as required by Applicable Law (an “**Amendment**”).

You may refuse the Amendment and rescind this Agreement without cost, penalty or cancellation indemnity by sending STACK a notice to that effect no later than thirty (30) days after the Amendment comes into force, if the Amendment entails an increase in your obligations or a reduction in People Trusts’ obligations. If you choose to rescind this Agreement, the Cancellation section of this Agreement will apply. Notification of any Amendment will also be posted on the Website at least sixty (60) days in advance of the effective date of the Amendment, unless otherwise required by Applicable Law. The change will take effect on the date indicated in the notice. You are responsible for informing us and STACK of any change in your mailing or email address, by contacting customer service at 1-855-777-9790, and for checking the Website for such notifications. Notice will be deemed to be received by you five (5) days after mailing, or the next business day after electronic mail. You may notify us by delivering notice to STACK or sending notice to us at the Website (other than notification of a lost or stolen Card, which may only be done by telephone as set out above). Notice will be deemed to be received on the date of delivery of notice to us.

**Disputes:** If you believe a transaction on your Card account is incorrect, you must notify customer service in writing of your dispute within sixty (60) days of the transaction date. Following your notification, a dispute form will need to be completed and emailed to the customer service team within ninety days (90) of the transaction date. You can obtain a dispute form by calling 1-855-777-9790 and following the prompts for lost or stolen cards.

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

**Complaints:** If you have a complaint or inquiry about any aspect of your Card, first attempt to resolve the complaint or inquiry by accessing the customer service live chat or by calling customer service at 1-855-777-9790. We will do our best to resolve your complaint or inquiry. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call us at 1-855-694-6214 or submit your complaint or inquiry through the form found on the Peoples Trust website at <http://www.peoplestrust.com/en/about-us/contact/>. We will do our best to resolve your complaint or inquiry.

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

Financial Consumer Agency of Canada,

427 Laurier Avenue West, 6th Floor Ottawa, ON, K1R 1B9

Telephone: 1-866-461-3222

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca).

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

**Cancellation:** You may at any time terminate this Agreement by calling 1-855-777-9790. We will cancel the Card, issue and mail a cheque to the Primary Cardholder with any remaining Balance less outstanding fees on your Card(s), forty-five (45) business days.

We may terminate this Agreement at any time, at which time you will immediately return the Card to us or as we direct, provided that if you are not in default of your obligations under this Agreement, we will notify you in writing at least thirty (30) days before the date of termination. We will reimburse you any remaining Balance on the Card less outstanding fees. Despite any termination of this Agreement, you must fulfil all of your obligations under this Agreement.

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

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

**Third Party Claims:** In the event we reimburse you for a refund claim you have made, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited to you. If we do not exercise our rights under this section, we do not give up our rights to exercise them in the future.

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

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

**Website, App and Availability:** Although considerable effort is made to ensure that the App, Website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance or Website changes or failures, nor will we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes or armed conflicts. We will not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment.

You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.

**Assignment and Continuity of Card Services:** At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. If we do make such an assignment, then this Agreement will remain binding on you and your respective executors, administrators, successors, representatives and permitted assigns. In the event that Peoples Trust shall no longer be providing Card services for Aura Accounts, and STACK elects to replace Peoples Trust with an alternate issuer, Peoples Trust shall transfer the Cardholder Information held by Peoples Trust in respect of your Card to the new Card issuer in order to ensure continuity of services to you and enable you to have your historical data readily available to you. Notwithstanding the foregoing, at any time, you may cancel your Card in accordance with the terms of this Agreement if you do not wish to proceed with the Peoples Trust assignee or do not wish to have services provided by the new Card issuer.

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

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

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

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

**Contact Information:** If you have questions or concerns regarding the Card or these terms and conditions, you may visit the Website, or call customer service at 1-855-777-9790, or write to Aura Prepaid Mastercard Customer Service: ATTN Customer Service, 36 Distillery Lane, Suite #420, Toronto, ON M5A3C4

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Effective: August 25, 2021