

# WEM PREPAID MASTERCARD® CARDHOLDER AGREEMENT

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

The following terms and conditions govern your use of the WEM Prepaid Mastercard. By signing or using the WEM Prepaid Mastercard, you are agreeing to these terms and conditions and fees outlined herein.

## Introduction

**Card Issuer:** Your Card is issued by Peoples Trust Company under licence by Mastercard International Incorporated.

**Card Information and Balance:** For Card terms and conditions, to obtain the expiry date of your Card, or to check your Balance for free, go online at [wem.ca/shop/wem-card](http://wem.ca/shop/wem-card) or call our 24/7 toll-free customer service number at 1-877-699-3622.

**Card Restrictions:** Your Card is not refundable or refundable. Your Card is not reloadable and cannot be used to make cash withdrawals. You may not make pre-authorized regular payments through your Card. Use of your Card in certain countries may be restricted by law. Use of your Card may be restricted at some online merchants. Your Card may be deactivated at any time if fraud is suspected. Your Card will not be accepted for pay-off-the-bump transactions. Funds may not be available on your Card for the first twenty-four (24) hours after purchase. Your Card is subject to maximum transaction limits, as set out below. This Card is not eligible for protection under any Zero Liability policy. Peoples Trust Company may change these limits in accordance with Applicable Law and will post notice on the Website at least thirty (30) days in advance of the effective date of the change. The change will take effect on the date indicated in the notice.

Limits	
Maximum card balance	\$500
Maximum daily spend at point-of-sale	\$500
Maximum single spend at point-of-sale	\$500

**Card Expiry and Access to Balance:** Your right to use the funds loaded on the Card does not expire. If funds remain on the Card after the "Valid Thru" date, simply contact customer service for directions on how to receive a replacement Card.

**Fees:** The table below sets forth the fees that may be imposed upon your Card. You acknowledge being advised of the fees and agree to pay all applicable fees under this Agreement.

Fees*	
Activation Fee	\$2.00
Foreign Exchange Service Charge	2.5% of total transaction amount

\* Subject to change. See terms and conditions below for details.

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

**Lost or Stolen Cards:** You must take all reasonable precautions to protect your Card against loss, theft, or unauthorized use. If your Card has been lost or stolen, or if you have reason to believe that someone has made an unauthorized transaction with your Card, you must attempt to report your Card, you must notify us IMMEDIATELY by calling 1-877-699-3622. All transactions carried out on your Card before you notify us will be considered to have been authorized by you.

**Split Tender Transactions:** If the Balance on your Card is insufficient to cover the full transaction amount, you may request the merchant to conduct a split tender transaction, where you use the Card as partial payment for goods and services and then pay the remainder of the amount with another form of payment (e.g. cash, cheque, credit or debit). If you fail to inform the merchant that you would like to complete a split tender transaction prior to swiping your Card, your Card may be declined. Some merchants may require payment of the remaining balance in cash. Merchants are not obliged to accept split tender transactions, and some merchants may not accept split tender transactions.

\* See detailed terms and conditions that follow.

## Definitions:

"Agreement" means this Cardholder Agreement between Peoples Trust Company and the Cardholder and all documents that are expressly referred to herein, which govern your use of the WEM Prepaid Mastercard.

"Applicable Law" means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), or any other statute, regulation or operating rule of any governmental authority or any other regulatory authority that Peoples Trust and the Distributor are subject to, or any bylaw, operating rule or regulation of Mastercard.

"Balance" means the amount of the funds that are loaded onto the Card.

"Card" means the WEM Prepaid Mastercard.

"Cardholder" means an individual who activates, receives and/or uses the Card.

"Distributor" means each distribution agent and retail outlet which offers the Cards for sale to consumers. A Distributor is not an agent, mandatory or representative of Peoples Trust.

"Mastercard" means Mastercard Incorporated and its successors and assigns.

"Peoples Trust" means Peoples Trust Company, the issuer of the Card.

"Transaction Amount" means the amount that is debited from the Balance in connection with your use of the Card.

"We," "us," and "our" mean Peoples Trust and Peoples Card Services LP.

"Website" means [wem.ca/shop/wem-card](http://wem.ca/shop/wem-card).

"You," "your," and "yours" each mean the Cardholder and any other person you allow to use the Card, whether or not permitted by the Agreement.

**The Card:** The Card is a prepaid, stored-value Mastercard card that can be used anywhere that Mastercard is accepted, including mail order, online and point of sale retail merchants, subject to the terms of this Agreement. The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient. The Card is, and will remain, the property of Peoples Trust. The Card is not a credit card, charge card, or debit card and its usage will not entitle nor create any credit or debit claims. Funds will be paid on the Card. Neither the Card nor the Balance is a deposit account. You have no right to write cheques on, or demand repayment of, the outstanding Balance on the Card, but are strictly limited to the right to use the Card in accordance with this Agreement as payment for goods and services from merchants who accept Mastercard.

**Acceptance:** This Agreement constitutes a binding agreement between Peoples Trust and you with respect to the terms of use of the Card that you receive from an authorized Distributor of Peoples Trust. By accepting the Card from the Distributor, you agree to be bound by the terms and conditions of this Agreement.

**Use and Ownership of the Card:** You are solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request. The Card may not be used for any illegal transactions or purposes. If you authorize another person to use the Card you agree, to the extent permitted by law, that you will be liable for all transactions arising from the use of the Card by such person. To use the Card, simply present the Card at the time of payment, and sign the receipt with the same signature you use when you signed the Card. You should retain the receipt as a record of the transaction. As you use the Card, the Balance on the Card will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. We warrant that you write down the Card number and the customer service number in case the Card is lost or stolen.

You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on your Card. You do not have the right to stop the payment of any transaction you conduct with the Card. We are not liable to you for declining authorization for any particular transaction, regardless of our reason. We may, in our sole discretion, cancel or suspend this Agreement or any features or services of the Card at any time, with or without cause, with thirty (30) days notice to you, according to Applicable Law.

If you wish to make Internet, mail, or phone order purchases, you will need to go to the Website and register your postal code prior to making any Internet, mail, or phone order purchases. If you use your Card for not-present transactions (such as Internet, mail or phone purchases), the legal effect is the same as if you used the physical Card.

Some merchants (including, but not limited to, restaurants, hotels, 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 pre-authorization percentage.

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. It may take up to seven (7) days for the pre-authorization hold to be removed. During the hold period, you will not have access to the funds that are pre-authorized.

**Activating the Card:** The Card has no value until it is (a) activated by the cashier at the time of purchase; and (b) signed by you on the back of the Card, where indicated. Upon activation, and dependent on the value of the Card you purchase, you will be charged a one-time activation fee in the amount set out in the table marked "Fees" in the Information Disclosure Summary section.

**Information about Balance:** It is your responsibility to keep track of the Balance remaining on your Card. To obtain the current Balance amount, or the transaction history, call customer service toll-free at 1-877-699-3622 or visit the Website. Your Card Balance will reflect all transactions that have been posted to your system. We are not allowed to exceed the Balance available on your Card for any authorization. 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 any amount in excess of the Balance.

**Transactions Made in Foreign Currencies:** We convert transactions made in a foreign currency to Canadian dollars using a Mastercard conversion rate in effect on the day the transaction is posted to your Card. The currency conversion rate in effect on the date will be the rate in effect on the transaction on the posting date. The Mastercard conversion rate is the rate that we pay to Mastercard plus a foreign exchange service charge of 2.5%. This rate may not be the same rate that existed on the date the transaction was made.

However, if a foreign currency transaction is refunded to your Card, the Mastercard conversion rate used to convert your refund to Canadian dollars for your Card is the rate that we pay to Mastercard minus the foreign exchange service charge of 2.5%. 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 your Card for that transaction.

**"Valid Thru" Date:** Please note that there is a "Valid Thru" date printed on the face of the Card. This is the date after which you C1951\_518\_VMC\_MMDD0Y

may not use the Card for any purpose. Cards may be replaced on and following the expiry date indicated on the face of the Card or to the Cardholder. You may not contact customer service at 1-877-699-3622 to request a replacement Card.

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

**Notification and Change of Terms:** Subject to the limitations of Applicable Law, we may at any time change or remove any of the terms and conditions of, or add new terms or conditions to this Agreement, except that we will never add any new fees to your Card or increase any existing fees. We will post any such changes, as well as the most recent version of this Agreement, on the Website. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, to any dispute with regard to purchases you make using the Card. You are responsible for checking the Website for such notifications. You will be deemed to accept and be bound by the amendment upon use of the Card following the effective date of the amendment. If you do not agree to any change of this Amendment, you agree to immediately stop using the Card and notify Peoples Trust that you are terminating this Agreement. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system or comply with Applicable Law. If such a situation does arise, then you will be given notice as soon as reasonably possible in the circumstances.

**Purchase Disputes and Refunds:** If you believe a transaction on your account is incorrect, you must notify us in writing of your dispute within sixty (60) days of the transaction date. You can obtain a dispute form (please call 1-877-699-3622 and follow the prompts for lost or stolen cards) that must be completed and faxed to the customer service team. Please note that this form must be received within sixty (60) days of the date of the disputed transaction or you will have been deemed to have accepted such transaction.

If there is any dispute with 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 your Card. We are not responsible for any problems that you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.

**Complaints:** If you have a complaint or inquiry about any aspect of your Card, first attempt to resolve the complaint or inquiry by calling our toll-free customer service number at 1-877-699-3622. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call the Peoples Trust complaint office at 1-855-694-6214. Peoples Trust will do our best to resolve your complaint or inquiry. If for some reason Peoples Trust is unable to resolve the complaint or inquiry, you may refer your inquiry or concern to the Ombudsman for Banking Services and Investments at 1-888-451-4519 for resolution. If the Cardholder has a concern regarding the potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the concern may be communicated at any time to the Financial Consumer Agency of Canada, either in person by letter, by telephone, or through its website at: [FinancialConsumerAgency.ca](http://FinancialConsumerAgency.ca)

4727 Laurier Avenue West, 6th Floor

Ottawa, ON, K1R 1B9

Telephone: 1-866-461-3222

[www.fcac.ca](http://www.fcac.ca)

[www.peoples-trust.com/about-us/resolving-your-concerns](http://www.peoples-trust.com/about-us/resolving-your-concerns)

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

**Disclosure:** We may use Cardholder Information (including the transfer of your information to individuals or organizations in the United States) to process Card transactions, to provide Customer Service in other countries in which we service our Cardholders, to process claims for lost or stolen Cards, to help protect against fraud, and to conduct research and analysis with our Cardholders through mail, phone or email surveys. If you have provided your consent, we and/or our Distributor may use Cardholder information for marketing, communications and/or emails about upcoming promotions and offers. Peoples Trust will provide information about you and your participation in the program to the Distributor. Peoples Trust may provide certain Cardholder information to others as permitted by Applicable Law, such as to government entities or other third parties in response to subpoenas.

The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, Peoples Trust will use reasonable measures to maintain protection of your personal information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above.

Should you not wish to accept these data protection terms and conditions, or wish to withdraw your consent and cancel the Card, you must communicate with customer service and request we cancel the Card and discontinue any further use of your personal information.

**Assignment and Waiver:** At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. This Agreement will remain binding on you and your respective executives, administrators, successors, representatives, agents, assigns, or transferees. In the event we reimburse you for a refund claim you have made, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. If we do not exercise our rights under this Agreement, we do not give up our right 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, INSURANCE, WAR, RIOTS, FAILURE OF MERCHANTS TO HONOUR THE CARD, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF CREDITORS TO HONOUR OUR OBLIGATIONS, OR FAILURES OF OUR EQUIPMENT OR SYSTEMS, NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY TELEPHONE SERVICE, OR ANY FLUCTUATION IN THE NETWORKS USED BY US. IN NO EVENT SHALL 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. TO THE EXTENT THAT THE JURISDICTION TO WHICH YOU ARE SUBJECT DOES NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES, SUCH EXCLUSIONS WHICH ARE NOT PERMITTED DO NOT APPLY.

**Website and Availability:** Although considerable effort is expended to make the 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. We do not warrant that we will not be responsible for temporary interruptions in service due to maintenance or Website change or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes or armed conflicts. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment.

You agree to act responsibly with regard to the Website and its use. You will not violate any laws, infringe or disrupt computer networks, introduce another person's name or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or use the Website in violation of applicable law and privacy and integrity.

**Governing Law:** The parties attach to the jurisdiction of British Columbia and this Agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia and Canada.

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

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

**Severability:** If any of the terms of this Agreement are invalid, changed by Applicable Law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

**Contact Information:** If you have any questions regarding the Card or these terms and conditions, you may visit the Website, or call customer service at 1-877-699-3622, or write to WEM Prepaid Mastercard Customer Service, P.O. Box 48235 ~ 595 Burrard Street, Vancouver, BC V7X 1A1, P/M. Mastercard is a registered trademark, and the circles design is a registered trademark of Mastercard.

**Effective:** 31 March 2017