

MASTERCARD® WEM CARD CARDHOLDER AGREEMENT

Please read this Agreement carefully and retain it for your records.

The following terms and conditions govern your use of the MasterCard WEM Card. By signing or using the MasterCard WEM Card, you are agreeing to these terms and conditions.

Definitions

The terms "Card" and "WEM Card" refer to the MasterCard WEM Card. The value of the funds that are loaded onto the Card less amounts spent and fees deducted is referred to herein as the "Balance". "Cardholder" means an individual who activates, receives and/or uses the Card. "Distributor" shall mean each distribution agent and retail outlet which offers the Cards for sale to consumers. Distributors are not agents or representatives of Peoples Trust and have no authority with respect to the Cards. "Transaction Amount" means the amount that is debited from the Balance in connection with your use of the Card, which amount includes both the amount of the Balance to be transferred and the fees imposed to complete the transaction. "Peoples Trust" means Peoples Trust Company the issuer of the Card. "MasterCard" means MasterCard International, and its successors and assigns. "We," "us," and "our" mean Peoples Trust, and all associated and affiliated third parties required to fulfill and manage your Card. "You", "your" and "yours" each mean the Cardholder.

The WEM Card

The WEM Card is a prepaid 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 cannot be used at ATMs. The MasterCard Brand Mark is featured on your Card and will be imprinted along with the issuing institution's name, Peoples Trust. The Card is not a credit card, charge card, or debit card and its usage will not enhance nor improve your credit rating. No interest dividends or other earnings or returns will be paid on the Card Balance. Neither the Card nor the Balance is a deposit account, and the Balance on your Card is not insured by the Canada Deposit Insurance Corporation (CDIC) or any other federal or provincial agency. The Card is not reloadable, returnable or refundable, and may not be cancelled by you. For greater certainty, you shall have no right to write cheques on or demand repayment of the outstanding balance of available funds 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.

Ownership And Use Of The Card

The Card is and will remain our property. However, you will be 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 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 used when you signed the Card. You may wish to 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. 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. If you want to make a purchase for an amount greater than the remaining Balance, you must notify the merchant before completing the transaction.

Activating The Card

The Card has no value until it is (i) activated by the cashier at the time of purchase; and (ii) signed by you on the back of the Card, where indicated. **We recommend that you write down the Card number and the customer service number on a separate piece of paper in case the Card is lost or stolen.**

Use Of The Card

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. You may not make pre-authorized regular payments through the use of your Card. We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

Information About Balance

You should keep track of the Balance remaining on your Card. You may call us at any time using the Customer Service number shown on your Card to obtain the current Balance amount. You may also request information about previous transactions by calling Customer Service or visiting westedmontonmall.com. Your Card Balance will reflect all transactions that have been posted to our system. To reach Customer Service for WEM Cards, call toll free 1-877-699-3622 as shown on the back of your Card. If you have a question or a problem about a posted transaction (for example, a transaction that appears to be a duplicate transaction) you must notify us immediately, and no later than sixty (60) days from the date of the transaction or you will be deemed to have accepted such posted transaction. You must tell us your Card number, the date and dollar amount of the error, and explain as clearly as possible why you believe there is an error. If we ask you to put your dispute in writing, you agree to do so within five (5) business days. We will investigate and will notify you of the results of our investigation within sixty (60) business days.

Transactions In Excess Of Remaining Balance

It is your responsibility to keep track of your spending on the Card. 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.

Transactions Made In Foreign Currencies

If you make a transaction in a foreign currency, the transaction will be converted by MasterCard International into a Canadian dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. A Foreign Exchange Fee of 2.5% will apply to the converted amount.

"Valid Thru" Date – Card Balance Does Not Expire

Please note that the Card has a "valid thru" date imprinted on the face of the Card. This is the date after which you may not use that Card. However, expiration of the "valid thru" date does not mean the Balance remaining on that Card expires. If there is a remaining Balance on the Card after the "valid thru" date, simply contact us at the Customer Service number on the Card for directions on how to redeem the remaining Balance. We may reissue a Card to you, and if so, a shipping and handling charge of \$20.00 will apply.

Administrative Fees

We encourage you to use your Card soon! Except where prohibited by law, a monthly Service Fee of \$2.50 per month will be applied to the remaining balance of the Card beginning in the seventh (7th) month from the date of purchase. This fee will not be charged once the balance on the Card reaches \$0.00. If you have any questions about the monthly Service Fee, please call Customer Service at 1-877-699-3622.

Protection Against Loss, Theft, Or Unauthorized Use

You agree to protect your Card against loss, theft, or unauthorized use by taking all reasonable precautions. 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 or may attempt to use your Card without your permission, you agree to notify us IMMEDIATELY by calling 1-877-699-3622. **All transactions carried out prior to such notification shall be deemed to have been authorized by you.** 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 available Balance amounts available to you on a re-issued Card. A \$20.00 fee will apply to cover shipping and handling. It may take up to 30 days to process your re-issue request. The Card may be deactivated at any time if fraud is suspected. You agree, 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.

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.

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. As required by law, we will post such changes on our website at westedmontonmall.com. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. 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. 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, and without prior notice to you.

Purchase Disputes And Refunds

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. 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.

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 executors, administrators, successors, representatives and permitted assigns. 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 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 THE CARD, CUSTOMER SERVICE FUNCTIONS, OR ANY OTHER 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 OTHERWISE 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 HONOR THE CARD, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH 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 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 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.

Governing Law

The parties attorn to the jurisdiction of British Columbia and this Agreement shall be construed 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 any provision of this 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.

Website And Availability

Although considerable effort is expended to make our website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, 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 and armed conflicts.

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.

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. We advise the regular use of a reputable and readily available virus screening and prevention software.

Contact Information

If you have questions regarding the Card, or need to report a lost or stolen Card, you may call Customer Service for WEM Cards at 1-877-699-3622 or write to: MasterCard WEM Card Customer Service; P.O. Box 48235 – 595 Burrard Street, Vancouver, BC V7X 1A1.

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