



CARDHOLDER AGREEMENT

CONEXUS MASTERCARD®

CONSUMER



CX5004 (07/21)

In certain circumstances your consent cannot be withdrawn. For example, you may not withdraw your consent where our collection, use or sharing is required by law. Also, in order to maintain the integrity of the credit reporting system, we may periodically update your information with credit bureaus as long as you have a credit product or service with us and for a reasonable period of time afterwards.

For more information about consents, changing your preferences, and how we manage your personal information, see our Privacy Code [conexus.ca/privacy](#) which is incorporated herein by reference.

35. Conexus Rewards Program Information

Many Conexus Mastercard products allow earning reward points which can be redeemed for merchandise, travel and other rewards options. If you have a card that earns Conexus Rewards points, the Conexus Rewards terms and conditions define the terms of your participation. They are available for review at [conexus.ca/cards](#) and are subject to change without notice. If you would like a paper copy, please let us know.

36. Miscellaneous

This Agreement shall also be binding upon and for the benefit of (a) Conexus and its successors and assigns, (b) when necessary, Collabria and its successors and assigns, and (c) you and your permitted assigns, heirs and personal representatives.

This Agreement will be governed and interpreted in accordance with the laws of the province of Saskatchewan or, if the Primary Cardholder resides in another province or territory in Canada, such other province or territory, and the laws of Canada, as applicable. If the Primary Cardholder has not resided in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and Canada, as applicable. The courts of Saskatchewan will have exclusive jurisdiction over any disputes arising in connection with the Cards, the Account and/or this Agreement.

To the extent permitted by applicable law, neither we nor Collabria are liable to you or third parties for any incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, arising from or in connection with the Account or any Cardholder's use or possession of the Card or any Card services or benefits. This provision will survive termination of this Agreement.

37. Cardholder Service Contact Information

By Mail –
Conexus Credit Union
C/O Collabria Financial Services Inc.
SUITE 450, 110-9TH AVE SW
CALGARY AB T2P 0T1

By Email – info@collabriafinancial.com

By Telephone –
Canada and U.S.: 1.833.528.2273
International Collect: 1.647.252.9564

37. Complaint Resolution

If you have a complaint, please contact us using the following steps:

Step 1: Contact us by email at the address provided in Section 36 or by telephone at the numbers provided in Section 36.

Step 2: If your complaint is unresolved after following Step 1, please provide the details of your complaint to Collabria at the address found in Section 36 including contact details so that we can respond to your complaint.

The Conexus Mastercard is issued by Collabria Financial Services Inc. in a joint partnership with Conexus Credit Union 2006 pursuant to a license from Mastercard International Incorporated. Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard International Incorporated.

any questions on how Mastercard handles your personal information please call 1-800-627-8372 or visit [www.mastercard.com](#).

31. Protecting Your Information

We take appropriate steps to protect your personal information from unauthorized use, loss or theft and we audit our security procedures and assess that they remain effective and appropriate. We employ a diverse range of technologies and security mechanisms to ensure the safety, confidentiality and integrity of your information and transactions. Authorized employees, contracting partners and agents, and their respective employees and personnel, who have access to any Cardholder information are required to undergo training on the importance of keeping personal information confidential. We will take all reasonable measures to ensure that our service providers comply with our commitment regarding protecting personal information.

We have agreements and controls in place with credit bureaus, credit insurers, other lenders and third party service providers requiring that any information we provide to them must be safeguarded and used only for the purpose of providing the service we have contracted the company to perform and in accordance with our Privacy Code [conexus.ca/privacy](#).

32. Your Privacy Choices

Requests to review or verify your personal information or to find out to whom we have disclosed it, must be made to us in writing. We will advise you in advance if a minimal charge will be required for conducting the search and we will respond to your request within 30 business days.

Please note there may be instances where access to the information we hold may be restricted as permitted or required by law. Examples may include:

- Information subject to legal privilege;
- Information containing confidential commercial information; and
- Information relating to a third party.

If applicable, we will inform you of the reasons for restricting access subject to any legal or regulatory limitations.

33. Accuracy

We will make every reasonable effort to keep all Cardholder information accurate and complete. As we do business with you, we will update your and other Cardholder information as may be necessary. You can assist with this by informing us when you make changes to Cardholder personal information, such as name or address changes. If you discover inaccuracies in our records, or your personal information changes, please notify us in writing or contact Cardholder Service at 1-833-528-2273.

34. Obtaining Your Consent

When you apply for a new product or service, we obtain your consent (whether express or implied) to collect, use or disclose your personal information for the purpose of providing the product or service. Subject to certain restrictions, you can withdraw your consent at any time upon giving us reasonable notice. However, withdrawing your consent may limit or prevent us from providing you with, or being able to continue to provide you with, specific products or services.

In the course of providing the product or service to you, we may collect, use or disclose your personal information to:

- **Conduct a credit check in order to assess your credit-worthiness and/ or to perform a risk analysis.** Once you have a credit product with us, we will share your credit experience on an ongoing basis with other lenders and credit reporting agencies as it is necessary to extend our services to you and to support the credit process.
- **Contact you by telephone, fax, text messaging, automatic dialing announcing device or other electronic means, at the numbers you have provided us, or by internet, mail and other methods for marketing purposes, as permitted by law. You may opt-out from receiving such marketing messages at any time.**

You can have your name deleted from our shared information lists. You can change your privacy preferences by contacting us in writing at Privacy Officer, Conexus Credit Union, PO Box 1960, Stn Main, Regina, SK, S4P 4M1. Any marketing campaigns that are already underway may not immediately take your preferences into account.

- You must pay the legal fees and expenses we incur to recover all amounts owed to us in respect of the Account as set out in Section 20; and
 - You must cancel all pre-authorized merchant payments from the Account.
- The Primary or Joint Cardholder may cancel any cards at any time by contacting us (see Section 36). If the Primary and/or Joint Cardholder cancels their Card, we will also cancel all other Cards associated with the Account.

26. Changes to This Agreement

We can change this agreement or anything disclosed on the Card Carrier (for example, changes to interest rates and fees), by telling you in writing as we are required to by law. Any changes we make apply to your Account balance at the time we make the change and to your Account balance after we make the change. We will send you a written notice at least 30 days prior to making any change to this Agreement, except as otherwise required by applicable law. Using the Card or the Account after receiving any written notice will constitute your acceptance of the amendments contained in such notice.

27. Assignment of This Agreement

We can assign this Agreement or any of its terms to a third party at any time without notice to you.

28. Accountability to Entrusted Personal Information

We ensure your confidentiality by protecting the personal and financial information entrusted to us. Committing to protect your personal information is fundamental to the way we do business and is reflected in our privacy policies and procedures. Each and every one of our employees is responsible for respecting and protecting the personal information to which we have access. A copy of the Conexus Privacy Code is available for view or print at [www.conexus.ca/privacy](#).

29. Personal Information

Conexus will open a file under your name so that you may receive financial services as they relate to the various credit and payment services offered by Conexus. The personal information contained in this file is kept at the offices of Conexus or its agents, and is consulted by their employees when warranted in the performance of their duties. You have a right to access the content of your file and to correct any erroneous personal information by making a written request to that effect to our privacy officer. You may also have your name excluded from Conexus' direct marketing lists. You may address these requests to:

Conexus Credit Union
C/O Collabria Financial Services Inc.
PO Box 82029 RPO Connaught
Calgary, Alberta T2R 0X1

You agree that Conexus may obtain and update, from any credit reporting agency, financial institution, employer or credit card issuer ("Third Parties"), only information required for the subject matter of its file, that being the provision of financial services as they relate to the various credit and payment services, in order to assess your credit-worthiness, to administer your Account and to review your financial commitments to Conexus within the context of this Agreement or your other financial dealings with us or our affiliates.

You authorize Third Parties to disclose such information to Conexus, even though said information may be in an inactive or closed file. You agree that Conexus may disclose to any Third Party, service provider, potential assignee or any other person authorized under the law any information regarding your financial commitments to Conexus arising from the use of your Cards and Account by the Cardholders.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

30. Data Transmission to Mastercard International Inc. and Its Subsidiaries

You also agree that Conexus, directly or indirectly through its service providers, including Collabria, may obtain, use and disclose to Mastercard International Inc. and any of its subsidiaries, their officers, employees and agents, any necessary information, on the one hand to process, authorize and authenticate a transaction and, on the other hand, for the provision of customer service and the administration of a promotional contest to allow you to participate in such a contest. If you have

and all claims or disputes (concerning sales drafts or credit vouchers, requests for refunds, etc.) must be settled directly between you and the merchant. If you wish to discuss a disputed transaction, you should contact us. Without limiting the generality of the foregoing, your recourse against us and our service providers, including Collabria, in connection with the use of your Card shall be limited to the reimbursement of any amounts improperly charged to your Account.

You acknowledge and agree that if Conexus agrees to credit your Account for any amount related to a disputed transaction, any and all right, claim, demand or other interest that you have or may have in respect of such disputed transaction are automatically assigned to Conexus. You also agree to fully cooperate with us, as we may request, in any dispute against a merchant. You acknowledge and agree that any dispute that you may have with any merchant does not affect your obligation to pay Conexus the full amount that has been charged to your Account.

We and our service providers, including Collabria, shall not be liable for the refusal of a merchant to honour your Card nor for the modification, cancellation or replacement of your Card's advantages or discounts by a merchant.

22. When You Receive a Refund from a Merchant

If a merchant gives you a refund and we receive a credit note from the merchant, we will credit it to the Account on the day we receive it. A merchant refund is not counted towards the minimum payment required by this Agreement.

23. Pre-authorized Payments to Merchants

You are responsible for any pre-authorized payments charged to the Account, even after you or we cancel the Account, unless you tell the merchant in writing to stop debiting your Account. If we ask for it, you must give us a copy of the written notice you give the merchant.

You are responsible for giving your new Account number or expiry date to merchants with whom you have pre-authorized payment arrangements.

24. About Mastercard Global Emergency Service

If a Cardholder loses a Card or it is stolen and we give the Cardholder an emergency replacement card or an emergency advance of money, the advance of money is the same as a Cash Advance and any transactions made with the emergency replacement card are the same as transactions you make using the Cardholder's Card.

We may not be able to give a Cardholder an emergency replacement card or an emergency advance of money. Some merchants may not honour an emergency replacement card, and some card benefits and services may not be available with a Cardholder's emergency replacement card.

25. Cancellation of Cards

We may do any of the following without telling you in advance:

- Cancel any Card on the Account;
- Cancel any and all rights and privileges related to a Card;
- Close the Account; and
- Require you to immediately return all Cards to us.

Collabria may also cancel, revoke, repossess or restrict use of the Card at any time at its sole discretion, or ask that the Card be returned or destroyed. We may terminate this Agreement at any time and from time-to-time for any reason without notice including if (a) any Cardholder is in breach of this Agreement, including where you fail to make payments by the due date in accordance with the types of credit used or the Account is not in good standing for any reason whatsoever, or (b) you become bankrupt, insolvent or make a proposal under bankruptcy legislation or (c) you are being sued and there are judgments or executions against you.

- If a Card is cancelled, Cardholder rights and privileges withdrawn or the Account closed, then, subject to applicable laws:
- All Cards associated with the Account may be seized by us or Collabria, as applicable;
 - Cardholders may not use the Cards or Account;
 - You must return or destroy all Card associated with the Account;
 - You must pay the Total Debt immediately. If you don't, we may apply any money you have on deposit with us or any of our affiliates against the Total Debt;

- (3) the Cash Advances obtained during the period covered by the Account statement;
- (4) the applicable credit charges on indebtedness that was not paid on the due date shown on the Account statement for the previous period; and
- (5) the applicable credit charges on Cash Advances obtained during the period covered by the Account statement;

LESS:

- (6) the payments received since the date of the Account statement for the previous period; and
 - (7) the amount of any transaction that has led to a credit adjustment during that period; or \$40, if 2.0% of the previously determined amount is less than \$40;
- Plus any annual card fees or additional card fees appearing on the current statement;
 - Plus any unpaid portion of the amount required to be paid by the payment due date set out in a previous Account statement;
 - Plus any other amount which we have advised you must be paid.
- You may choose to pay your Account balance in full at any time.

19. How We Apply Payments to Your Account

We will apply any payment you make in this order, to any of the following billed amounts that have appeared on your Account statement:

- (1) Credit charges;
- (2) Cash Advances from a previous period;
- (3) Purchases that carry credit charges;
- (4) Cash Advances during the period covered by the Account statement; and
- (5) Purchases recorded during the period covered by the Account statement.

If you pay more than your New Balance on your Account statement, the excess payment will be applied to transactions that have not yet appeared on your Account statement, using the same payment allocation described above.

20. Missed Payment

Missing payments (which means not making at least the minimum payment by the due date shown on your Account statement) will affect your annual interest rates as follows:

- All your annual interest rates under this Agreement may increase if you default under any card agreement that you have with us because your payment to us is 30 or more days past due or you make a payment to us that is not honoured. In this circumstance, we may automatically increase your annual interest rates (including any promotional annual interest rate) on all balances to the delinquency annual interest rate (the initial delinquency annual interest rate is indicated on your card carrier);
- Factors considered in determining your delinquency annual interest rate may include how long your Account has been open, the timing or seriousness of a default under any card agreement that you have with us, or other indications of Account performance;
- The delinquency annual interest rate takes effect as of the first day of your monthly statement period in which you are 30 days delinquent;
- We may lower the annual interest rate for new Purchases and/or Cash Advances if you meet the terms of all card agreements that you have with us for six (6) consecutive billing periods.

In the event that your Account is in arrears, Conexus may, to the extent necessary to cover such arrears, apply any funds that you or the Joint Cardholder have on deposit with us or any of our affiliates.

In the event that Conexus and/or Collabria incurs any legal or collection fees pursuant to this Agreement, such fees will be charged after credit charges. In such case, you agree to pay to Conexus and, as applicable, Collabria, all collection agency and legal fees and costs (on a full indemnity basis) incurred in collecting or attempting to collect a required payment and all costs that may be awarded as a result of a court proceeding. You will also pay any costs incurred by Conexus, Collabria or, as applicable, any of our or Collabria's third party agents hereto because an instrument of payment given by you has been dishonoured.

21. If You Have a Problem with a Merchant

Neither Conexus nor any of our service providers, including Collabria, assumes any liability whatsoever for the quality of the goods or services obtained using your Card

YOUR CONEXUS MASTERCARD CARDHOLDER AGREEMENT

This Cardholder Agreement is for the following cards: Conexus Cash Back Mastercard, Conexus Student Mastercard, Conexus Centra Gold Mastercard, Conexus Travel Rewards Gold Mastercard, Conexus World Mastercard, and Conexus US Dollar Mastercard.

This document, along with the information included with your Card, and the information we provide at conexus.ca/cards on our reward program's terms and conditions, make up the Agreement for your Account with us. If you are an existing cardholder, this version of the Agreement may contain amendments and revisions to your original or additional agreements you may have received. Using your Card means that you have read all the terms and conditions of this Agreement and that you have understood and agreed with them. Your use of your Account is governed by this Agreement.

Please read this Agreement carefully and keep it in a safe place to make the best use of the Cards issued with this Account. It replaces any other agreements we may have sent to you. You won't be bound by this Agreement if you return your Card to us, as long as you haven't used the Card to make a Purchase or Cash Advance Transaction. If you haven't made a transaction on your Account and do not wish to be bound by this Agreement, please call us to ensure that your Account is closed. This Agreement becomes effective as soon as you, or someone authorized by you, uses the Card or Account.

1. Definitions

In this agreement:

- **"Account"** means a Conexus Mastercard account established in the name of the Primary Cardholder and/or Joint Cardholder;
- **"Agreement"** means this cardholder agreement and the Card Carrier attached to your Card, each as amended from time to time;
- **"ATM/ABM"** means automated teller/bank machine;
- **"Authorized User"** means an individual who has been authorized to use the Card by a Primary and/or Joint Cardholder but is not a registered user of the Account or financially liable therefore;
- **"Card"** means a Conexus Mastercard credit card we issue and any other payment device we provide to any Cardholder which allows them to use the Account, as well as any renewals or replacements of such cards or devices that we issue from time to time;
- **"Card Association"** means Mastercard International Inc.;
- **"Card Carrier"** means the form that your Card is attached to when you receive it;
- **"Cardholder"** means the Primary Cardholder, Joint Cardholder and each Authorized User;
- **"Cash Advance"** or **"Cash Advance Transaction"** means an advance of money from us that is charged to the Account. We treat Cash-like Transactions and balance transfers the same as Cash Advances;
- **"Cash-like Transaction"** means any transaction involving the purchase of items directly convertible into cash as classified by the Card Association and includes the following transaction types: gaming and gambling transactions, money orders and wire transfers, ATM and over-the-counter cash withdrawals, foreign currency purchase (at a bank or currency exchange office), traveler's cheques, and stocks and shares;
- **"Code"** means any telephone password, online password or other such item used to secure your access to transactions, Account details, payments or other activities associated with your Card;
- **"Collabria"** means Collabria Financial Services Inc.;
- **"Conexus"** means Conexus Credit Union 2006;
- **"Contactless Transaction"** means a small purchase made without entering a PIN at a merchant location by waving a card over a merchant device which uses contactless technology consisting of a computer chip wirelessly when a Cardholder holds the card to a contactless terminal;
- **"Grace Period"** means a period for which interest charges that accrue during the period will be forgiven if the borrower satisfies conditions specified in this Agreement;
- **"Joint Cardholder"** means a cardholder who applied for a card and is financially liable for the Account along with the Primary Cardholder;
- **"MyCardInfo"** means the website you may use to access information pertaining to your Account;
- **"New Balance"** means the amount shown on your Account statement as the new Account balance, which is the balance you owe as of the Account statement date;
- **"PIN"** means personal identification number;

- **"Primary Cardholder"** means the person who applied for a card and in whose name we opened an Account;
- **"Purchase"** means an advance of money from us charged to the Account that equals the amount any Cardholder paid for goods or services by using the Cardholder's Card. For the purpose of the calculation of interest charges, all fees payable under this Agreement are deemed to be Purchases;
- **"Total Debt"** means the total of all Purchases, Cash Advances, interest charges and fees and any other amounts that have been charged to the Account under this Agreement;
- **"Transaction"** means any Purchase, Cash Advance, interest charge, fee, payment, credit or debit adjustment and any other amounts that may be charged to the Account;
- **"you"** and **"your"** means the Primary Cardholder and/or any Joint Cardholder; and
- **"we", "our"** and **"us"** means Conexus.

2. Ownership of the Card

Each Card is issued to the Cardholders by Collabria and remains the property of Collabria. Each Cardholder is permitted to use only the Card which has such Cardholder's name embossed on the Card. No Card may be transferred to anyone else.

3. Permitted Uses

You may use your Account, subject to any restrictions set out in this Agreement to pay for purchases from merchants who accept the Card. Cardholders can only use the Cards and the Account as authorized herein. This could include using the Card to pay for goods and services by presenting the Card to a merchant; using the Card or the Account to pay for goods and services ordered from a merchant by telephone, internet or mail; to pay a merchant for goods and services or to pay any other person.

Cardholders may also use the Account to obtain Cash Advances. For example, you may obtain Cash Advances at any ATM/ABM that accepts this Card or at any financial institution that provides over the counter Cash Advances.

If we agree, you may be permitted to transfer balances to your Account. For example, we may permit you to transfer balances from cards issued by other credit card issuers through our telephone or online services.

We may permit the Cards to be used for Contactless Transactions which enable you to make charges without signing or entering a PIN at a participating merchant. You agree to only use the Contactless Transaction service in accordance with our instructions.

You authorize us to charge the amount of any Purchases, Cash Advances or balance transfers you make to the Account. You will ensure that each Authorized User complies with the obligations and limitation of Cardholders associated with the Cards and the Account and as otherwise set out in this Agreement.

4. Prohibited Uses

Each Cardholder must not:

- Use the Card to get a Cash Advance from a merchant;
- Give the Card, Account number, PIN or Code(s) to others or allow them to use the Card or Account for charges, identification or other purposes;
- Use another card account with us to pay your Account;
- Use the Card to obtain cash from a merchant for a charge recorded as a Purchase;
- Use the Card if it is found after having been reported lost or stolen.

Only the Primary and/or Joint Cardholder may request additional Cards or credit limit increases on the Account. Authorized Users may not request additional Cards or credit limit increases on the Account.

These prohibited use provisions apply also to all Cards issued to Authorized Users and you shall be jointly and severally responsible and liable for any breaches or noncompliance by such Authorized Users of these prohibited use provisions.

5. Other Card Benefits and Services

The terms and conditions applicable to the Cards and the Account are contained in

this Agreement or described in additional terms and conditions (such as insurance benefits) provided with this Agreement. If any extra benefits or services are added to the Cards, we'll send you separate terms and conditions relating to those extra benefits and services. We may change or withdraw any Card benefit or service at any time without telling you in advance. You may receive information about other products and services offered by us or selected third parties, including our affiliates. We are responsible only for products and services that we offer.

6. Your Credit Limit

The total credit limit applies to the Account, even if there is more than one Card issued on the Account. We show the credit limit on your Card Carrier and on your Account statement. We will obtain the express consent of the Primary or Joint Cardholder before increasing the credit limit. We may reduce the credit limit at any time without telling you in advance.

You do not have the right to exceed the credit limit. However, if we nevertheless allow any Cardholder to exceed the credit limit, you will pay any over limit fee set out in the Card Carrier or in any notice that we provide to you. We will only charge one over limit fee in any monthly Account statement period.

Conexus has no obligation to allow you to exceed your credit limit, even if we have done so in the past. You understand that Conexus may decide not to authorize any transaction that will result in your credit limit being exceeded or that takes place after the credit limit has been exceeded. You are liable for the entire balance, whether or not it exceeds the credit limit. You agree to repay forthwith on demand any amount that exceeds the credit limit.

7. Using the PIN or Performing a Contactless Transaction

You acknowledge that using the Card with the PIN associated with the Card is the equivalent of the Cardholder's signature as it enables the Cardholder to carry out, through an accessible device, Purchases and Cash Advances, as provided for under this Agreement.

However, if any Cardholder carries out a transaction without presenting the Cardholder's Card and by simply providing a merchant with the Cardholder's Card number (for example, transactions made over the telephone or online transactions), or if the Cardholder carries out a Contactless Transaction, such Cardholder bears the same responsibilities as if the transaction was completed by signing a transaction slip or entering its PIN number in an accessible device.

8. Your Responsibility for the Total Debt

The Primary and/or the Joint Cardholder is responsible for and must pay the Total Debt. The Primary and Joint Cardholders shall be jointly and severally liable for any and all debt incurred through the use of the Card by any Cardholder on the Account, as well as any credit charges or fees on such debt.

9. Your Responsibility for Lost, Stolen or Misused Cards

You must take, and ensure that each Cardholder takes, reasonable care to safeguard the Card and PIN against loss, theft or misuse.

If any Cardholder's Card is used without your authorization following the loss or theft of such Card, your liability is limited to a maximum of \$50 (US dollars if your card is in US dollars, as specified on your Card carrier) and all liability ceases when Conexus is notified of the loss or theft of the Card.

- To prevent misuse of the Account, you must ensure that each Cardholder:
- Signs the Card that has the Cardholder's name embossed thereon in ink as soon as received;
 - Keeps the Card secure at all times;
 - Regularly checks that the Cardholder still has the Card in its possession;
 - Does not let anyone else use the Card;
 - Ensures the Card is retrieved after making a charge; and
 - Never gives out the Card details, except when using the Card in accordance with this Agreement.

To safeguard the PIN for the Card and any other Code you must ensure that each Cardholder:

- Memorizes the PIN and Codes associated with the Cardholder's Card;

- Destroys any communication informing the Cardholder of the PIN and Codes (if applicable);
- Does not write the PIN and Codes on the Card;
- Does not keep a record of the PIN and Codes with or near the Card or Account details;
- Does not voluntarily disclose the PIN or Codes to anyone;
- If the Cardholder selects a PIN or Code, the Cardholder must not choose a code selected from his or her name, date of birth, telephone numbers, address or social insurance number; and
- Takes care to prevent anyone else seeing the PIN or Codes when entering it into an automatic banking machine or automated teller machine (ABM or ATM) or other electronic device.

You must notify us by telephone if you learn of the loss, theft or misuse of your Card, or if you know or suspect that someone else knows your PIN or other Codes.

Should you notice the loss of confidentiality of the PIN of any Card or should you suspect a third person of knowing the PIN, you must ensure that the PIN is modified immediately and notify Conexus as soon as possible.

If your Card or Account is used by any Cardholder, you will be liable for all resulting transactions and any interest, fees and losses incurred, even if the other person was a minor or did not comply with any limitations you placed on their use of the Card or Account.

- If someone uses a Card without your authorization, you are not liable if you have complied with your obligations above and if:
- You did not contribute to the unauthorized use;
 - You and, as applicable, the other Cardholder used reasonable care to safeguard the Card and PIN;
 - You notified us by telephone after you learned of the loss, theft or misuse of your Card, or after you suspected that someone else knows the PIN for the Card. You agree to cooperate and help with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

10. Fees We Charge

We will charge the Account with the applicable fees shown on the Card Carrier or in any notice we provide you. Fees for the US Dollar Card will be charged in US dollars.

11. Foreign Currency Transactions

Transactions in a foreign currency (any currency other than your Card currency, as specified on your Card carrier) are converted into the currency of your Card by Mastercard International Inc. at our exchange rate, which is the benchmark rate that Collabria must pay on the date of conversion, plus an additional percentage described in the Card Carrier. We make the conversion on the date the merchant sends the transaction for settlement and the transaction is posted on your Account.

12. Making Payments

Payments may be made by any of the methods set out in your Account statement. You must also comply with any instructions and requirements regarding payments as set out in your Account statement or that we otherwise provide you. We will only credit payments to your Account upon receipt by us.

You must choose a payment method which results in your payment being received by Conexus on or before the payment due date, even if your payment due date falls on a weekend or a holiday.

If your payment due date falls on a weekend or a day which is a Canadian statutory holiday, a payment received by us on the next business day following such payment due date will be considered to have been paid on time. If your Account statement address is outside Canada, we will use the Canadian statutory holidays to determine whether your payment will be considered to have been paid on time.

Unless otherwise specified on your Card carrier, you must pay us in Canadian dollars, if your Card is in Canadian dollars (as specified on your Card carrier), or in US dollars, if your card is in US dollars (as specified on your Card carrier). If you

choose to pay by preauthorized payment, you agree that any specific terms that we provide to you at enrollment will apply and form part of this Agreement. We are not obligated to accept payments that do not conform to our requirements. If we accept payments that do not conform to our requirements, the payment may be delayed and will not be credited to your Account until it is converted into the required form. We may charge your Account for any costs we incur and we may impose additional charges for converting payment including the currency conversion commission as specified on the Card Carrier.

Your payments are processed the day we receive them. You must make sure that we receive your payment on or before the payment due date shown on your Account statement.

Although we may credit your Account for a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason. We may charge your Account for any costs we incur including costs specified on the Card Carrier.

13. Promotional Interest Rates and Balance Transfer

Occasionally, we may offer you time limited promotional interest rate(s) on new qualifying transactions related to balance transfers, Cash Advances and/or Purchases. The promotional interest rates will only apply if the Account remains in good standing and you do not exceed the credit limit at any time. When a promotional interest rate ends, your standard interest rate will apply. Promotional offers will also be subject to any additional terms that we set out in the offer.

14. Interest Rates

We calculate interest charges on Purchases based on the average daily balance from the date of entry of the transactions on your Account statement, until they are paid in full, at the prevailing annual interest rate. Interest is not compounded.

For the purpose of the calculation of interest charges, all fees payable under this Agreement are deemed to be Purchases. We calculate interest charges on Cash Advances based on the average daily balance from the date on which the transaction was made, until receipt of full payment, at the prevailing annual interest rate.

The annual interest rate charged to the Cardholder, which is composed of the two elements described in this section, shall appear on each of the monthly Account statements of the Cardholder.

In all cases, any reversal of payment and any dishonoured payment made by cheque (drawn on any financial institution) or by preauthorized debit will generate interest charges at the applicable rate as established in this section as if the payment had never been made.

Conexus is not obliged to pay interest on any credit balances. You acknowledge that credit balances are not deposits and are therefore not insured under by any governmental deposit insurance agency.

15. When We Don't Charge Interest

We will not charge you any interest on Purchases appearing on your Account statement if you pay your entire balance each month before the end of the Grace Period set out in your Card Carrier or in any notice we provide you. The Grace Period starts on the last day of your monthly statement period shown on your Account statement and ends at the due date each month, based on the number of grace days set out in your Card Carrier or in any notice we provide to you. No interest is charged on a Purchase appearing on your Account statement if we receive payment in full of the balance by the payment due date. There is no Grace Period for Cash Advances.

16. How We Calculate Interest

You will avoid paying interest charges on regular purchases listed on your Account statement provided you pay in full the total balance indicated, at the latest, on the payment due date provided on your Account statement. Otherwise, interest charges will be calculated based on the average daily balance from the date of entry of the transactions on your Account statement, until they are paid in full, at the prevailing annual interest rate indicated on the Card Carrier. Interest charges on Cash Advances are calculated on the average daily balance from the date on which the

transaction was made until receipt of full payment, at the prevailing annual interest rate indicated on the Card Carrier.

The interest rates we charge are:

- The annual interest rates for Purchases and Cash Advances as shown on the Card Carrier;
- Any promotional interest rates that we may provide to you; or
- Any amendment we make to those rates.

If we amend the interest rates we charge, we will provide you with a minimum of 30 days written notice of the amended rates. We calculate the daily interest rate by dividing the annual interest rate by the number of days in the year.

The amount of interest we charge you on each Account statement sent every month is calculated as follows:

- We add the amount you owe each day and divide that total by the number of days in the Account statement period. This is your average daily balance;
- We multiply the average daily balance by the applicable daily interest rate. We then multiply this value by the total number of days in the statement period to determine the interest we charge you.

When more than one interest rate applies to the Account, we calculate the interest charge based on the average daily balance to which each rate applies. Your Account statement shows your annual and daily interest rates, including any applicable promotional rates and the interest charges for each rate balance.

17. Account Statements

We'll provide you a paper or electronic Account statement every month unless no payment or transaction has been posted to the Account and no interest or fees have been charged to the Account. You must tell us in writing, no later than 30 days after the Account statement date, of any mistakes or missing information on the Account statement. If you don't tell us as required in this Section 17, you agree that the Account statement is correct, except for any amount we applied incorrectly to the Account, which we may reverse at any time. If we can't send the Account statement on time for any reason, such as a mail strike, you must contact us at least once a month to get the information you need to continue making your payments as required.

You agree and accept that the Account statement constitutes conclusive proof of indebtedness and that you are responsible to pay the indebtedness shown on the Account statement in accordance with the terms of this Agreement.

If the Account statement is returned to us because of an incorrect address, we will not send the Primary Cardholder any more Account statements, and we may elect to not allow any Cardholder to use the Account until the Primary Cardholder gives us his or her correct address. It is the Primary Cardholder's responsibility to give us this information.

Online Account Statement

Registration for the online Account statement on the MyCardInfo website automatically puts an end to the mailing of the paper version of your Account statement. If the date of registration for the online Account statement is too close to the processing date of your Account statement, a statement may be sent by mail to you in addition to being accessible on MyCardInfo. There are no fees for the registration, receipt and visualization of your online Account statement.

You acknowledge that your online Account statement has the same value as the paper version of the Account statement and that it constitutes a sufficient written proof of your indebtedness in any legal proceedings.

You acknowledge that neither Conexus nor any of our service providers hereto, including Collabria, shall be held liable for damages resulting from your inability to review the online Account statement or any interruption in the electronic presentation of the online Account statement for any reason, including a hardware or software malfunction, or for any problems related to the internet provider, regardless of whether the reason or cause was within the control of us or any of our service providers, including Collabria.

18. Your Minimum Payment

You shall pay in one payment, by no later than the due date shown on your Account statement for a given period, the aggregate of the following:

- At least 2.0% OF THE TOTAL of
 - (1) the indebtedness remaining on the Account statement for the previous period;
 - (2) the Purchases during the period covered by the Account statement;