

# QUÉBEC FRANÇAIS

**ENTENTE DE TITULAIRE DE CARTE DE LA CARTE PRÉPAYÉE** Sous licence aux termes du brevet américain nos 5 689 100 et 5 956 695 et du brevet canadien 2 215 969.

**DÉCLARATION :** Veuillez lire la présente Entente attentivement et la conserver dans vos dossiers.

Les conditions et modalités énoncées ci-après régissent votre usage de la Carte prépayée. En signant ou en utilisant la Carte prépayée, vous consentez à ces conditions et modalités, aussi que les frais énoncés ci-dessous, s'ils y en existent, applicables à la Carte prépayée.

**INSTITUTION EMETTRICE DE LA CARTE :** Cette Carte est émise par la Compagnie Home Trust.

**INFORMATIONS RELATIVES À LA CARTE :** Pour la date d'activation, le Solde, les termes et conditions ou autre information relative à la Carte, visitez [www.getmybalance.com](http://www.getmybalance.com) ou appelez le numéro sans frais 1.800.755.0257.

**TRANSACTIONS EXCÉDANT LE MONTANT RESTANT :** Si le montant restant sur la Carte n'est pas suffisant pour couvrir le montant total de la transaction, certains Détaillants peuvent procéder à une transaction avec plusieurs moyens de paiement, pour laquelle vous pouvez demander au Détaillant de prélever une partie de l'achat sur la Carte et payer le reste avec un autre moyen de paiement.

**RESTRICTIONS RELATIVES À LA CARTE :** La Carte peut seulement être utilisée pour acheter des produits et des services chez des Détaillants autorisés. Cette Carte n'est ni rechargeable, ni remboursable, ni échangeable contre de l'argent comptant et n'est pas admise aux GAB. Solde de 5 \$ et moins remboursable sur demande. La Carte peut être désactivée à tout moment en cas de suspicion de fraude. Vous ne pouvez pas utiliser votre Carte pour effectuer de paiements réguliers, ni pour les transactions préautorisées (c'est-à-dire pour payer l'essence à la pompe ou pour d'autres transactions pour lesquelles le montant réel ou final de la transaction est inconnu au moment où l'utilisation de la Carte est autorisée), ni pour les paiements à un compte de crédit ou pour des transactions illégales.

**LES FONDS SUR LA CARTE N'EXPIRENT PAS; « DATE DE VALIDITÉ » DE LA CARTE PLASTIQUE :** Veuillez noter qu'une date d'expiration est imprimée sur la Carte. Il s'agit de la date au-delà de laquelle vous ne pouvez plus utiliser la Carte. La date d'expiration n'implique cependant pas que le Solde restant de la Carte expire lui aussi. En cas de Solde restant à la date d'expiration de la Carte, communiquez simplement avec le service à la clientèle, au numéro indiqué sur la Carte, pour tous renseignements sur la manière de faire valoir le Solde restant. Pour obtenir la "période de validité", veuillez visiter [www.getmybalance.com](http://www.getmybalance.com) ou appeler le 1.800.755.0257.

<b>Frais D'Entretien.</b> Des frais non remboursables de 2,50 \$ seront déduits automatiquement et mensuellement de votre Carte à compter de 16 mois suivant la date d'activation. Si vous le demandez avant la fin du 14 <sup>ème</sup> mois, la période de 16 mois sera prolongée jusqu'à 19 mois.	<b>2,50 \$ par mois</b>
<b>Frais de remplacement de carte:</b> Des frais de remplacement à hauteur de 5 \$ peuvent s'appliquer pour remplacer toute carte perdue, volée ou endommagée.	<b>5,00 \$</b>

La Compagnie Home Trust n'imposera pas de frais nouveaux relatifs à la Carte, ni élèvera les frais existants.

**Les fonds sur la Carte ne sont pas assurés par la Société assurance-dépôts du Canada (SADC).**

**PROTECTION EN CAS DE PERTE, OU DE VOL :** Vous vous engagez à protéger votre Carte en prenant toutes les précautions raisonnables qui vous aident à en éviter la perte, le vol ou l'usage non autorisé. Si votre Carte est perdue ou volée ou que vous avez lieu de croire que quelqu'un a opéré une transaction non autorisée sur votre Carte ou risque d'essayer d'utiliser votre Carte sans votre permission, vous vous engagez à nous en informer IMMÉDIATEMENT en appelant le 1.800.755.0257. Toutes les transactions effectuées avant que vous nous en ayez avisé seront prises en compte comme étant acceptées par vous. Vous serez appelé(e) à nous indiquer votre nom, numéro de Carte, le montant initial de la Carte et l'historique des transactions. Nous ne pourrons pas émettre un Carte de remplacement si vous ne pouvez pas nous indiquer le numéro de votre Carte. Si nos comptes révèlent un Solde restant, nous annulerons la Carte et nous mettrons ce Solde à votre disposition sur une autre Carte nouvellement émise. L'émission de la nouvelle Carte pourra être soumise à un délai de trente (30) jours.

**DÉFINITIONS :** Les termes « Carte » et « Carte Prépayée », ou au lieu d'une Carte, une « eCarte » désignent la Carte émise par la Compagnie de Fiducie Home. « Entente » désigne les termes et conditions énoncés dans l'Entente de titulaire de carte qui régissent votre utilisation de la Carte. Le terme « Distributeur » désigne chaque agent de distribution ou commerce de détail proposant la Carte au consommateur. Les Distributeurs ne sont pas les agents ou représentants de Home Trust et n'ont aucune autorité en ce qui concerne les Cartes. L'expression « Montant de la transaction » désigne le montant débité du Solde à l'utilisation de la Carte. Ce montant inclut le montant du paiement en soi plus les frais imposés pour accomplir la transaction. « Home Trust » désigne l'émetteur de la Carte, soit la Compagnie de Fiducie Home. Les termes « nous », « notre » et « nos » font référence à Home Trust et à tous tiers associés ou affiliés appelés à traiter et gérer votre Carte. Le « Site Internet » désigne [www.getmybalance.com](http://www.getmybalance.com). Le terme « Solde » désigne la valeur des fonds chargés sur la Carte moins les montants dépensés et les frais déduits. Le terme « Titulaire de la Carte » désigne la personne qui active, reçoit et/ou utilise la Carte. « Détaillant » désigne un établissement de détail qui est autorisé à accepter la Carte. Les termes « vous », « votre » et « vos » font, chacun, référence au Titulaire de la Carte.

**LA CARTE PRÉPAYÉE :** La Carte est une Carte prépayée, pré-chargée avec la valeur, qui est la propriété de la Compagnie de Fiducie Home, et soumise aux conditions de cette Entente. La Carte n'est ni une Carte de crédit, ni une Carte de débit. Vous ne toucherez ni ne gagnerez d'intérêt, dividende ou autre revenu sur le Solde de la Carte. Ni la Carte, ni son Solde ne constitue un compte de dépôts. Pour plus de certitude, vous n'avez le droit ni de tirer de chèques, ni d'exiger de remboursement sur le Solde de fonds disponibles de la Carte. Votre droit est strictement limité à l'usage de la Carte conformément à cette Entente, pour le paiement de biens et services obtenus de commerçants autorisés à accepter la Carte.

**SOLDE DISPONIBLE :** Chaque fois que vous utilisez votre Carte, vous nous autorisez à en réduire le Solde de votre Carte du montant de la transaction ainsi que les taxes applicables ou autres frais imposés par le Détaillant. Si, pour raison de dysfonctionnement du système ou pour quelque autre raison que ce soit, une transaction est admise en dépit d'un Solde insuffisant sur la Carte et qu'un Solde négatif est ainsi créé, vous vous engagez à nous rembourser, sur demande, le montant de la transaction excédant le Solde. Vous convenez que nous pouvons bloquer ou terminer la Carte sans préavis si nous ne recevons pas des fonds de votre part pour le montant total excédant.

**RECouvreMENT EN CAS DE PERTE, VOL, OU UTILISATION NON AUTORISÉE :** Vous acceptez, selon le cadre établi par la loi, de coopérer pleinement avec nous afin de recouvrer les fonds des parties non autorisées et de nous aider lors de poursuites judiciaires.

**RESTRICTIONS D'UTILISATION :** Si le programme de Carte permet d'effectuer des transactions sans présentation de la Carte, des achats par internet, par courrier ou par téléphone peuvent nécessiter le nom et l'adresse du Titulaire de Carte pour compléter la transaction. Si vous désirez effectuer un achat en ligne, par courrier ou par téléphone, veuillez enregistrer votre nom et adresse sur le site [www.getmybalance.com](http://www.getmybalance.com) avant d'effectuer la transaction en question. Vous convenez de ne pas utiliser votre Carte chez un Détaillant non autorisé. Vous convenez également qu'il se peut qu'un achat effectué par vous ne soit pas autorisé par nous à moins qu'il soit conforme à cette Entente. Pour information au sujet du Distributeur ou des Détaillants, veuillez visiter le Site Internet.

**PROPRIÉTÉ ET UTILISATION DE LA CARTE :** La Carte est et restera notre propriété. Vous assumez cependant la seule et totale responsabilité de la possession, de l'usage et du contrôle de la Carte. Vous devez nous restituer immédiatement la Carte sur demande de notre part. Si vous autorisez une autre personne à utiliser la Carte, vous vous engagez, dans la mesure permise par la loi, à assumer la responsabilité de toutes les transactions émanant de son usage par cette personne.

Pour utiliser la Carte, présentez-la simplement au moment du paiement et signez le reçu. Il peut être utile de conserver le reçu comme justificatif de la transaction. À mesure de l'utilisation de la Carte, le Solde en sera réduit du montant intégral de chaque achat, toutes taxes et tous autres frais applicables compris. La Carte peut servir à payer le montant intégral d'un achat et des taxes applicables, pourvu que le Solde en soit suffisant.

Vous convenez que nous ne sommes pas tenus de vérifier la signature de propositions de ventes en relation avec une transaction à effectuer sur la Carte. Vous n'avez pas le droit de faire opposition au paiement d'une transaction que vous avez opérée sur la Carte. Nous ne sommes nullement responsables envers vous du refus d'autorisation d'une transaction particulière, quelle qu'en soit la raison.

**ACTIVATION DE LA CARTE :** Cette Carte n'a aucune valeur avant l'activation au comptoir caisse au moment de l'achat. Nous recommandons d'inscrire le numéro de la Carte ainsi que le numéro du service à la clientèle au cas où la Carte soit perdue ou volée.

**INFORMATIONS SUR LE MONTANT RESTANT :** Il vous est conseillé de tenir le compte du Solde de votre Carte. Pour en obtenir le Solde actuel, l'historique de transactions, ou pour le service à la clientèle, vous pouvez nous appeler à tout moment, au numéro sans frais de service à la clientèle à 1.800.755.0257 comme inscrit sur votre Carte, ou en nous rendant visite sur le Site Internet. Le Solde de votre Carte reflète toutes les transactions enregistrées sur notre système. En cas de problème ou question concernant une transaction enregistrée (si une transaction semble avoir été enregistrée en double, par exemple), veuillez à nous en aviser immédiatement, au plus tard dans un délai de soixante (60) jours à compter de la date de la transaction, ou vous serez réputé(e) avoir accepté la transaction enregistrée. Vous devez nous indiquer le numéro de votre Carte, la date et le montant en dollars de l'erreur, et expliquer aussi clairement que possible la raison pour laquelle vous pensez qu'il y a erreur. Si nous vous demandons de soumettre votre réclamation par écrit, vous vous engagez à le faire dans les cinq (5) jours ouvrables. Nous examinerons la question et vous aviserons du résultat de notre analyse dans un délai de soixante (60) jours ouvrables.

**PAS DE GARANTIE DE DISPONIBILITÉ OU D'UTILISATION ININTERROMPUE :** Il peut arriver, de temps en temps, que les services de Carte soient hors service et que vous ne puissiez dès lors pas utiliser votre Carte ou en obtenir le Solde. Veuillez nous informer de tous problèmes d'usage de votre Carte. Vous reconnaissez que nous ne sommes responsables d'aucune interruption de service.

**SITE INTERNET ET DISPONIBILITÉ :** Vous convenez que nous ne pourrions pas être tenus responsables des interruptions de service temporaires imputables aux opérations de maintenance, changements de Site Internet ou pannes, pas plus que des interruptions prolongées imputables à toutes défaillances indépendantes de notre volonté, y compris, sans s'y limiter, les pannes des systèmes d'interconnexion et d'exploitation, les virus informatiques, les forces de la nature, les conflits du travail et les conflits armés.

Vous vous engagez à agir de manière responsable concernant le Site Internet et son usage. Vous n'enfreindrez aucune loi, n'interfèrerez ni ne perturberez les réseaux informatiques, n'usurperez pas l'identité d'une autre personne ou entité, ne violerez pas les droits de toute tierce partie, ne traquerez, menacerez, ni ne harcèlerez quiconque, n'obtiendrez pas d'accès non autorisé, et n'interfèrerez pas avec les systèmes informatiques et leur intégrité.

Nous n'assurons en aucun cas la responsabilité de dommages ou d'interruptions causés par aucun « virus informatique » susceptible d'attaquer votre ordinateur ou autre équipement. Nous recommandons l'usage régulier d'un logiciel de dépiégeage et de prévention antivirus réputé et aisément disponible dans le commerce.

**CONTESTATIONS D'ACHATS ET ANNULATIONS :** En cas de contestation d'achat effectué au moyen de la Carte, vous vous engagez à régler le différend avec le Détaillant auprès duquel l'achat a été effectué. Nous ne sommes responsables d'aucun problème ayant trait aux biens ou services achetés au moyen de votre Carte, qu'il s'agisse de questions de qualité, de sécurité, de légalité ou de tout autre aspect de votre achat. Si vous avez droit, pour quelque raison que ce soit, à un remboursement de biens ou services achetés avec la Carte, vous vous engagez à accepter un crédit au Solde de votre Carte plutôt qu'un remboursement en espèces.

**VOTRE DROIT LIMITÉ D'ANNULER :** Si la Carte n'a pas été utilisée et que vous ne la voulez pas, vous pouvez annuler la présente Entente et retourner la Carte, avant qu'elle soit utilisée, avec le reçu original, par la poste avec affranchissement, à Cartes prépayées – Service à la clientèle, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1 sous trente (30) jours civils suivant la date d'activation. Si la Carte est retournée inutilisée, vous recevrez un remboursement équivalent au montant sur la Carte. **Aucun remboursement ne sera honoré, sauf si a) la Carte est retournée inutilisée par la poste et que l'enveloppe porte une date d'oblitération se situant dans la période de trente (30) jours civils; et b) vous fournissez votre nom et votre adresse postale avec la Carte retournée et le reçu original.** Vous pouvez obtenir des renseignements concernant le présent programme d'annulation en téléphonant au 1.800.755.0257. Le traitement des demandes d'annulation peut prendre jusqu'à soixante (60) jours.

**CESSATION DU PROGRAMME :** Nous avons le droit de mettre fin au programme de Carte en tout temps. Si nous avons mis fin au programme et que la Carte ne peut plus être utilisée, vous pouvez remettre la Carte et échanger le montant qui reste sur la Carte contre un remboursement en retournant la Carte par la poste, avec affranchissement, à Cartes prépayées – Service à la clientèle, 3007 Kingston Road, bureau 123, Toronto, Ontario M1M 1P1. **Aucun remboursement ne sera honoré, sauf si a) la Carte est retournée et b) vous fournissez votre nom et votre adresse postale avec la Carte retournée. Le traitement des demandes de remboursement peut prendre jusqu'à soixante (60) jours.** Pour des demandes de renseignements concernant les remises et les remboursements, téléphonez au 1.800.755.0257.

**AVIS À L'ÉGARD DE LA PROTECTION DES DONNÉES ET POLITIQUE DE CONFIDENTIALITÉ:** Home Trust peut obtenir des renseignements personnels (les « renseignements sur le Titulaire de Carte ») à votre sujet, comme, par exemple i) qui nous sont fournis par le promoteur du programme, tels que votre nom et / ou votre adresse, votre numéro de téléphone et votre date de naissance, qui sont fournis par vous dans le cadre de communications téléphoniques avec le service à la clientèle, et (ii) fournis par vous lors d'appels faits au service à la clientèle, et (iii) concernant les achats que vous avez faits avec la Carte, par exemple la date et le lieu d'achat, ainsi que le montant. Nous pouvons également obtenir des renseignements auprès de fournisseurs de données de vérification d'identité, ainsi que des renseignements démographiques, dans le cadre de nos efforts visant la protection contre l'utilisation frauduleuse ou non autorisée de la Carte et la conformité réglementaire. Vous pouvez communiquer avec nous pour faire une demande d'accès ou de rectification au sujet des informations vous concernant que nous avons obtenues en nous rejoignant au numéro sans frais du service à la clientèle ou le Site Internet. Si de telles informations sont obtenues auprès des fournisseurs de données de vérification d'identité et d'informations démographiques, nous vous informerons de vos droits d'accès et de rectification relativement au dossier détenu par l'agent de renseignements personnels et nous vous indiquerons comment et à quel endroit vous pouvez avoir accès à ces rapports et les faire rectifier, le cas échéant.

Seules les personnes qui en ont besoin pour effectuer leurs tâches sont autorisées à avoir accès aux renseignements du Titulaire de Carte, à moins d'une divulgation ou d'un consentement spécifique de votre part. Home Trust maintient également les mesures de sécurité physiques, électroniques et procédurales nécessaires afin de se conformer à la réglementation canadienne en ce qui concerne la protection des renseignements du Titulaire de Carte collectés.

**Divulgation :** Nous pouvons utiliser les renseignements du Titulaire de Carte afin de traiter les transactions faites avec la Carte, de fournir le service à la clientèle dans d'autres juridictions dans lesquelles nous assurons le service à nos Titulaires de Cartes, pour traiter les réclamations pour les Cartes perdues ou volées, pour nous aider à lutter contre la fraude, et afin de mener des recherches et des analyses auprès de nos Titulaires de Cartes par la poste, par téléphone ou par courriel. Si vous avez donné votre consentement, les renseignements du titulaire de la Carte pourront être utilisés par nous et/ou par le promoteur du programme à des fins de communications directes par courriel et/ou des courriels au sujet des promotions et des offres à venir. Home Trust peut fournir des informations sur vous et à l'égard de votre participation au programme au promoteur du programme. Sous réserve des lois applicables, Home Trust peut fournir certains renseignements du titulaire de Carte à des tiers dans la mesure permise par la loi, par exemple des organismes gouvernementaux ou d'autres tiers autorisés.

Vous reconnaissez que le traitement des renseignements personnels que vous nous fournissez peut requérir que le transfert d'informations à des personnes ou des organismes se situant hors de votre juridiction (y compris la divulgation à des individus ou à des organisations aux États-Unis). Les lois en matière de protection des données dans ces juridictions peuvent différer de celles de votre juridiction et tous renseignements personnels transférés dans une autre juridiction seront soumis à l'application des lois et des autorités responsables de la sécurité nationale dans cette juridiction. Sous réserve de ces lois, la Compagnie de Fiducie Home prendra des mesures raisonnables afin de maintenir des mesures de protection de vos renseignements personnels qui soient équivalentes à celles qui s'appliquent dans votre juridiction. Vous donnez donc expressément, par le présent document, votre consentement à de tels transferts transfrontaliers (y compris les États-Unis) de vos renseignements personnels à des tiers, aux fins énoncées ci-dessus.

**ATTRIBUTION ET CESSATION :** À notre seule discrétion, nous pourrions, à tout moment et sans avoir à vous en aviser, céder nos droits et responsabilités en vertu de cette Entente. Vous n'en resterez pas moins tenu(e), de même que vos exécuteurs, administrateurs, successeurs, représentants et ayants droit autorisés respectifs, aux conditions et modalités de cette Entente. Au cas où nous vous rembourserions, à la suite d'un recours en remboursement de votre part, ou vous accorderions toute autre forme de crédit ou paiement concernant tout problème émanant d'une transaction opérée sur la Carte, vous serez automatiquement réputé(e) nous céder et transférer tous droits et recours (sauf en responsabilité civile délictuelle) dont vous pouvez, pouviez ou pourriez vous prévaloir à l'encontre de tout tiers, à concurrence d'un montant égal à celui que nous vous avons payé ou dont nous avons crédité votre Carte. Vous vous engagez à ne poursuivre aucun recours en remboursement ou autre de la part de tout tiers de la sorte pour le montant que nous vous avons payé ou dont nous avons crédité votre Carte et à nous accorder votre coopération si nous décidons d'engager des poursuites à l'encontre du tiers en question pour le montant payé ou crédité. L'absence d'exercice de nos droits en vertu de cette Entente ne pourrait être interprétée comme une renonciation au droit de nous en prévaloir à l'avenir.

**DÉSISTEMENT DE GARANTIE :** SAUF DISPOSITION CONTRAIRE EXPRESSE DE CETTE ENTENTE, NOUS N'ÉTABLISSONS AUCUNE GARANTIE OU REPRÉSENTATION DE QUELQUE NATURE QUE CE SOIT, EXPRESSE OU IMPLICITE, EN CE QUI CONCERNE LA CARTE, LE SERVICE À LA CLIENTÈLE OU TOUT AUTRE SUJET SE RAPPORTANT À CETTE ENTENTE, Y COMPRIS SANS LIMITATION, TOUTE GARANTIE IMPLICITE DE LA QUALITÉ MARCHANDE OU D'ADÉQUATION À UN USAGE PARTICULIER OU CELLES DÉCOULANT D'UN STATUT OU APPARTENANT À UNE LOI DANS LE COURS DES AFFAIRES OU DES USAGES DU COMMERCE.

**LIMITATION DE LA RESPONSABILITÉ :** SAUF DISPOSITION CONTRAIRE EXPRESSE DE CETTE ENTENTE OU APPLICABLE EN DROIT ET SAUF ACTE DE MAUVAISE FOI, NOUS NE POURRONS ÊTRE TENUS RESPONSABLES ENVERS VOUS DE L'EXÉCUTION OU DE LA NON-EXÉCUTION D'AUCUNE OBLIGATION EN VERTU DE CETTE ENTENTE. SANS LIMITER CE QUI PRÉCÈDE, NOUS NE POURRONS ÊTRE TENUS RESPONSABLES ENVERS VOUS D'AUCUN RETARD NI D'AUCUNE ERREUR RÉSULTANT DE CIRCONSTANCES INDÉPENDANTES DE NOTRE VOLONTÉ, Y COMPRIS, SANS S'Y LIMITER, TOUS ACTES IMPUTABLES AUX AUTORITÉS GOUVERNEMENTALES, ÉTATS D'URGENCE NATIONAUX, INSURRECTION, GUERRE, ÉMEUTES, MANQUEMENT DES DÉTAILLANTS À HONORER LA CARTE, MANQUEMENT DES DÉTAILLANTS À EXÉCUTER OU ASSURER LES SERVICES, PANNE DES SYSTÈMES DE COMMUNICATION OU PANNES OU PROBLÈMES IMPUTABLES À NOS ÉQUIPEMENTS OU SYSTÈMES. SANS LIMITER CE QUI PRÉCÈDE, NOUS NE POURRONS ÊTRE TENUS RESPONSABLES ENVERS VOUS D'AUCUN RETARD, DÉFAUT OU DYSFONCTIONNEMENT IMPUTABLE À VOTRE ÉQUIPEMENT, À TOUT SERVICE INTERNET, SYSTÈME DE PAIEMENT OU FONCTION DE SERVICE À LA CLIENTÈLE. AU CAS OÙ NOUS SERIONS TENUS RESPONSABLES ENVERS VOUS, VOUS N'AUREZ LE DROIT DE RECOUVRIR QUE LE MONTANT DE VOS DOMMAGES RÉELS DIRECTS. EN AUCUN CAS VOUS N'AUREZ LE DROIT DE RECOUVRIR DES DOMMAGES INDIRECTS, INHÉRENTS, EXEMPLAIRES OU SPÉCIAUX (QUE CE SOIT PAR CONTRAT, PROCÈS OU AUTRE), ET CECI, MÉME SI VOUS NOUS AVEZ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

**LOIS APPLICABLES :** La présente Entente sera régie par les lois de la province dans laquelle la Carte a été achetée et les lois fédérales du Canada qui y sont applicables.

**ENTENTE INTÉGRALE :** La présente Entente énonce l'intégralité de l'Entente entre vous et nous, que ce soit par écrit ou par oral, par rapport à l'objet des présentes et remplace toutes les ententes antérieures ou contemporaines ou les accords se rapportant à un tel sujet.

**TITRES DES CHAPITRES :** Les titres des chapitres dans la présente Entente sont pour référence seulement et ne doivent pas régir l'interprétation des dispositions de la présente Entente.

**CESSION :** Si l'un des termes de la présente Entente n'est pas valable, modifié par la loi applicable ou déclaré non valable par ordonnance du tribunal ou une autorité statutaire, les autres termes de la Entente ne seront pas affectés et la présente Entente devra être interprétée comme si les termes non valables n'étaient pas inclus dans la présente Entente.

**COORDONNÉES :** Pour toutes questions relatives à la Carte, ou pour signaler une Carte égarée ou volée, communiquez avec le service à la clientèle des Cartes prépayées, par téléphone, au 1.800.755.0257, ou par courrier postal, à Cartes prépayées – Service à la clientèle, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. Pour la version la plus récente de l'Entente de titulaire de Carte ou les termes et conditions de cette Entente, veuillez visiter : [www.getmybalance.com](http://www.getmybalance.com).

**QUÉBEC**  
**ANGLAIS**

**PREPAID CARD CARDHOLDER AGREEMENT**

Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695 and Canadian Patent No. 2,215,969.

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

The following terms and conditions govern your use of the Prepaid Card. By signing or using the Prepaid Card, you are agreeing to these terms and conditions, and to the fee(s) stated below, if any, associated with the Card.

**CARD ISSUER:** This Card is issued by Home Trust Company

**CARD INFORMATION AND BALANCE:** For the activation date, to verify the balance of funds on the Prepaid Card, for inquiries into these terms and conditions or for other card information visit [www.getmybalance.com](http://www.getmybalance.com) or call toll-free 1.800.998.6844.

**SPLIT TENDER TRANSACTION:** If you do not have enough funds available on your Card to cover the entire transaction amount, some Merchants will support a "split tender transaction" where you can instruct the Merchant to charge a part of the purchase to the Card and pay the remaining amount with an alternative payment method.

**CARD RESTRICTIONS:** Card can be used only to purchase goods and services at authorized Merchants. This Card is not reloadable, not refundable or redeemable or exchangeable for cash, and may not be used to make withdrawals or at ATMs. Balance of \$5.00 and less refundable upon request. The Card may be deactivated at any time if fraud is suspected. The Card cannot be used for recurring or any other pre-authorized payments (e.g. pay-at-the-pump, where the final total is unknown and a set amount is pre-authorized on your card in advance), or for payments on a credit account, or for any illegal transaction. Certain Merchants, (including but not limited to restaurants) may pre-authorize an amount equal to the purchase plus up to an additional 20% to ensure there are funds available for tips or incidentals. If your Balance is not sufficient to cover the purchase plus this additional up to 20%, your transaction may be declined. The pre-authorized amount will be 'held' for up to seven (7) days until the amount of your purchase is finalized. You should review the return policies of the Merchant for purchases made with the Prepaid Card.

**NO EXPIRY; CARD PLASTIC 'VALID THRU' DATE:** Your right to use the funds loaded onto the Card does not expire. Please note that the Card has a "valid thru" date imprinted on or associated with the Card. This is the date after which you may not use the Card. However, expiration of the "valid thru" date does not mean the Balance remaining on the 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. To obtain the "valid thru" date, go to [www.getmybalance.com](http://www.getmybalance.com) or call 1.800.998.6844.

<b>Maintenance Fee.</b> A non-refundable <b>\$2.50 maintenance fee</b> will be automatically deducted by us each month from the Card Balance, starting 16 months after the Activation Date. If requested by you before the end of the 14 <sup>th</sup> month, the 16-month period will be extended to 19 months.	<b>\$2.50 per month</b>
<b>Card Replacement Fee.</b> <b>\$5.00 card replacement fee</b> may be charged to replace lost, stolen or damaged Card.	<b>\$5.00</b>

Home Trust Company will not increase any fee or impose a new fee in association with the Card.

Card funds are not insured by the Canadian Deposit Insurance Corporation (CDIC).

**LOST OR STOLEN CARD:** 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 1.800.998.6844. 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, and 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. It may take up to thirty (30) days to process your re-issuance request.

**DEFINITIONS** "Agreement" means the terms and conditions set out in this Cardholder Agreement, which govern your use of the Card. "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), PCI DSS or any other statute, regulation, guideline or operating rule of any governmental authority or any other regulatory authority that Home Trust Company or the Distributor are subject to. The terms "Card" and "Prepaid Card", or in lieu of a Card, the "eCard" mean the Prepaid Card issued by Home Trust Company. The value of the funds on the Card is referred to herein as the "Balance". "Cardholder" means an individual who activates, receives and/or uses the Card. "Distributor" means each distribution agent and retail outlet that offers the Cards for sale to consumers. Distributors are not agents or representatives of Home Trust Company 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 and taxes imposed to complete the transaction. "Merchant" or "Retailer" means a retail establishment that is authorized to accept the Card. "Home Trust" means Home Trust Company, the issuer of the Card. "We", "us" and "our" mean Home Trust, and all associated and affiliated third parties required to fulfill and manage your Card. "You", "your" and "yours", each means the Cardholder. The "Website" means [www.getmybalance.com](http://www.getmybalance.com).

**THE PREPAID CARD** The Card is a stored-value, prepaid card that is the property of Home Trust and is subject to the terms of this Agreement. The Card is not a credit card, charge card, or debit card, and its usage will not enhance or 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. 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, other than as provided for herein. You are strictly limited to the right to use the Card in accordance with this Agreement as payment for goods and services from authorized Merchants.

**AVAILABLE BALANCE** So long as the Balance remaining on the Card is sufficient, each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable taxes or other charges assessed by the Merchant. If, however, due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative Balance, you agree to reimburse us upon request for the amount of the Transaction Amount in excess of the Balance. You agree that we may lock or revoke the Card without notice if we do not receive funds from you in the full amount of the activated Balance on the Card.

**TRANSACTIONS MADE IN FOREIGN CURRENCIES:** We convert any 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 processing date may differ from the rate in effect on the transaction date or the posting date. 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 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 may be less than the amount that was originally charged to your Card for that transaction.

**RECOVERY FROM LOSS, THEFT, OR UNAUTHORIZED USE** 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.

**LIMITATIONS ON USE** If the Card program allows for "card not present" transactions, Internet, mail and phone order purchases may require that you register your Card. If you wish to register your Card, go to the Website and enter your name and address prior to performing a card not present transaction. You agree that you will not use the Card at any non-participating or unauthorized merchant locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement.

**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. 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. You may wish to retain the receipt as a record of the transaction. You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction 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.

**ACTIVATING THE CARD** The Card has no value until it is activated by the cashier at the time of purchase. We recommend that you write down the Card number and the customer service number in case the Card is lost or stolen.

**INFORMATION ABOUT BALANCE** You should keep track of the Balance remaining on your Card. To obtain the current Balance amount, request information on previous transactions, or for customer service, you may call us at any time using the toll-free customer service number at 1.800.998.6844, as shown on the back of your Card or by visiting the Website. Your Card Balance will reflect all transactions that have been posted to our system. 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.

**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.

**WEBSITE AND AVAILABILITY** You agree that we will not be responsible for temporary interruptions in Website 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, labour 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.

**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. If you have a complaint or inquiry about any aspect of your Card Balance, please call our complaint officer at 1.800.998.6844. We will do our best to resolve your complaint or inquiry.

**YOUR LIMITED RIGHT TO CANCEL** If the Card has not been used and you do not want the Card, you may cancel this Agreement and return the Card before it is used along with the original receipt, by mail postage prepaid, to ATTN: Prepaid Card Customer Service, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1 within thirty (30) calendar days after the activation date. If the Card is returned in a timely manner before it is used, you will receive a refund of the amount on the Card. No refunds will be honoured unless (a) the Card is returned unused by mail post-marked within the thirty (30) calendar day period; and (b) you provide your name and mailing address with the returned Card and the original receipt. Information concerning this cancellation program may be obtained by calling 1.800.998.6844. Requests for cancellation may take up to sixty (60) days to process.

**TERMINATION OF PROGRAM** We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by returning the Card by mail, postage prepaid, to ATTN: Prepaid Card Customer Service, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. No refunds will be honoured unless (a) the Card is returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to sixty (60) days to process. For inquiries concerning surrenders and redemptions, call 1.800.998.6844.

**AMENDMENT TO AGREEMENT:** Subject to the provisions of Applicable Law, Home Trust may amend this Agreement by posting changes to this Agreement or a replacement form of Agreement on the Website, or sending notice to you via email or postal mail. 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 Agreement, you agree to immediately stop using the Card and notify Home 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 situation does arise, then you will be given notice as soon as reasonably possible in the circumstances.

**NOTICE OF DATA PROTECTION AND PRIVACY POLICY:** Home 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 when you contact customer service (see **CONTACT INFORMATION** section of the Agreement), or register the Card on the Website, including your name and address, 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 third parties, including providers of identity verification services and demographic information. Home Trust maintains physical, electronic, and procedural security measures to safeguard Cardholder Information, which will be maintained in a file at our offices or on our servers and will be accessible by our employees, representatives and agents who require access to perform their job functions. We may use Cardholder Information to process Card transactions, to provide Customer Service, 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 direct mail communications and/or emails about upcoming promotions and offers. If you have provided your consent, Home Trust will also provide information about you and your participation in the Card program to the Distributor. Home 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. Home Trust may use and disclose Cardholder Information as necessary in connection with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets.

We may use service providers inside and outside of Canada to collect, process and store personal information on our behalf for the purposes described above. Some of these service providers may be located outside of Canada. The laws on data protection in these other jurisdictions may differ from those in Canada and may permit government, law enforcement and national security authorities in that jurisdiction to have access to your personal information in certain circumstances. Subject to these laws, Home Trust will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. 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. If you have any questions about how we handle Cardholder Information, or if you would like to request access to or correction of your Cardholder Information, you may contact customer service and ask to speak with our Privacy Compliance Officer.

**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. For the most recent version of the Cardholder Agreement or Terms and Conditions, please visit [www.getmybalance.com](http://www.getmybalance.com).

**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 [not applicable in Quebec]** 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 honour 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** This Agreement will be governed by the federal laws of 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 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.

**CONTACT INFORMATION** If you have questions regarding the Card, or need to report a lost or stolen Card, you may call Customer Service at 1.800.998.6844 or write to: Prepaid Card Customer Service, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. For the most recent version of the Cardholder Agreement or Terms and Conditions of this agreement, please visit:

[www.getmybalance.com](http://www.getmybalance.com).

Effective Date: June 1, 2015

**ONTARIO**

**PREPAID CARD CARDHOLDER AGREEMENT**

Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695 and Canadian Patent No. 2,215,969.

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

The following terms and conditions govern your use of the Prepaid Card. By signing or using the Prepaid Card, you are agreeing to these terms and conditions, and to the fee(s) stated below, if any, associated with the Card.

**CARD ISSUER:** This Card is issued by Home Trust Company

**CARD INFORMATION AND BALANCE:** For the activation date, to verify the balance of funds on the Prepaid Card, for inquiries into these terms and conditions or for other card information visit [www.getmybalance.com](http://www.getmybalance.com) or call toll-free 1.800.998.6844.

**SPLIT TENDER TRANSACTION:** If you do not have enough funds available on your Card to cover the entire transaction amount, some Merchants will support a "split tender transaction" where you can instruct the Merchant to charge a part of the purchase to the Card and pay the remaining amount with an alternative payment method.

**CARD RESTRICTIONS:** Card can be used only to purchase goods and services at authorized Merchants. This Card is not reloadable, not refundable or redeemable or exchangeable for cash, and may not be used to make withdrawals or at ATMs. The Card may be deactivated at any time if fraud is suspected. The Card cannot be used for recurring or any other pre-authorized payments (e.g. pay-at-the-pump, where the final total is unknown and a set amount is pre-authorized on your card in advance), or for payments on a credit account, or for any illegal transaction. Certain Merchants, (including but not limited to restaurants) may pre-authorize an amount equal to the purchase plus up to an additional 20% to ensure there are funds available for tips or incidentals. If your Balance is not sufficient to cover the purchase plus this additional up to 20%, your transaction may be declined. The pre-authorized amount will be 'held' for up to seven (7) days until the amount of your purchase is finalized. You should review the return policies of the Merchant for purchases made with the Prepaid Card.

**NO EXPIRY; CARD PLASTIC 'VALID THRU' DATE:** Your right to use the funds loaded onto the Card does not expire. Please note that the Card has a "valid thru" date imprinted on or associated with the Card. This is the date after which you may not use the Card. However, expiration of the "valid thru" date does not mean the Balance remaining on the 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. To obtain the "valid thru" date, go to [www.getmybalance.com](http://www.getmybalance.com) or call 1.800.998.6844.

<b>Purchase Fee.</b> Unless prohibited by law, a purchase fee of up to \$6.95 may be assessed at time of purchase.	<b>Up to \$6.95</b>
<b>Maintenance Fee.</b> A non-refundable <b>\$2.50 maintenance fee</b> will be automatically deducted by us each month from the Card Balance, starting 16 months after the Activation Date. If requested by you in month 15, the 16-month period will be extended to 19 months.	<b>\$2.50 per month</b>
<b>Card Replacement Fee.</b> Up to a <b>\$5.00 card replacement fee</b> may be charged to replace lost, stolen or damaged Card.	<b>Up to \$5.00</b>

Home Trust Company will not increase any fee or impose a new fee in association with the Card.

Card funds are not insured by the Canadian Deposit Insurance Corporation (CDIC).

**LOST OR STOLEN CARD:** 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 1.800.998.6844. 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, and 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. It may take up to thirty (30) days to process your re-issuance request.

**DEFINITIONS** "Agreement" means the terms and conditions set out in this Cardholder Agreement, which govern your use of the Card. "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), PCI DSS or any other statute, regulation, guideline or operating rule of any governmental authority or any other regulatory authority that Home Trust Company or the Distributor are subject to. The terms "Card" and "Prepaid Card", or in lieu of a Card, the "eCard" mean the Prepaid Card issued by Home Trust Company. The value of the funds on the Card is referred to herein as the "Balance". "Cardholder" means an individual who activates, receives and/or uses the Card. "Distributor" means each distribution agent and retail outlet that offers the Cards for sale to consumers. Distributors are not agents or representatives of Home Trust Company 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 and taxes imposed to complete the transaction. "Merchant" or "Retailer" means a retail establishment that is authorized to accept the Card. "Home Trust" means Home Trust Company, the issuer of the Card. "We", "us" and "our" mean Home Trust, and all associated and affiliated third parties required to fulfill and manage your Card. "You", "your" and "yours", each means the Cardholder. The "Website" means [www.getmybalance.com](http://www.getmybalance.com).

**THE PREPAID CARD** The Card is a stored-value, prepaid card that is the property of Home Trust and is subject to the terms of this Agreement. The Card is not a credit card, charge card, or debit card, and its usage will not enhance or 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. 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, other than as provided for herein. You are strictly limited to the right to use the Card in accordance with this Agreement as payment for goods and services from authorized Merchants.

**AVAILABLE BALANCE** So long as the Balance remaining on the Card is sufficient, each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable taxes or other charges assessed by the Merchant. If, however, due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative Balance, you agree to reimburse us upon request for the amount of the Transaction Amount in excess of the Balance. You agree that we may lock or revoke the Card without notice if we do not receive funds from you in the full amount of the activated Balance on the Card.

**TRANSACTIONS MADE IN FOREIGN CURRENCIES:** We convert any 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 processing date may differ from the rate in effect on the transaction date or the posting date. 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 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 may be less than the amount that was originally charged to your Card for that transaction.

**RECOVERY FROM LOSS, THEFT, OR UNAUTHORIZED USE** 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.

**LIMITATIONS ON USE** If the Card program allows for "card not present" transactions, Internet, mail and phone order purchases may require that you register your Card. If you wish to register your Card, go to the Website and enter your name and address prior to performing a card not present transaction. You agree that you will not use the Card at any non-participating or unauthorized merchant locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement.

**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. 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. You may wish to retain the receipt as a record of the transaction. You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction 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.

**ACTIVATING THE CARD** The Card has no value until it is activated by the cashier at the time of purchase. We recommend that you write down the Card number and the customer service number in case the Card is lost or stolen.



**INFORMATION ABOUT BALANCE** You should keep track of the Balance remaining on your Card. To obtain the current Balance amount, request information on previous transactions, or for customer service, you may call us at any time using the toll-free customer service number at 1.800.998.6844, as shown on the back of your Card or by visiting the Website. Your Card Balance will reflect all transactions that have been posted to our system. 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.

**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.

**WEBSITE AND AVAILABILITY** You agree that we will not be responsible for temporary interruptions in Website 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, labour 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.

**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. If you have a complaint or inquiry about any aspect of your Card Balance, please call our complaint officer at 1.800.998.6844. We will do our best to resolve your complaint or inquiry.

**YOUR LIMITED RIGHT TO CANCEL** If the Card has not been used and you do not want the Card, you may cancel this Agreement and return the Card before it is used along with the original receipt, by mail postage prepaid, to ATTN: Prepaid Card Customer Service, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1 within thirty (30) calendar days after the activation date. If the Card is returned in a timely manner before it is used, you will receive a refund of the amount on the Card. No refunds will be honoured unless (a) the Card is returned unused by mail post-marked within the thirty (30) calendar day period; and (b) you provide your name and mailing address with the returned Card and the original receipt. Information concerning this cancellation program may be obtained by calling 1.800.998.6844. Requests for cancellation may take up to sixty (60) days to process.

**TERMINATION OF PROGRAM** We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by returning the Card by mail, postage prepaid, to ATTN: Prepaid Card Customer Service, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. No refunds will be honoured unless (a) the Card is returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to sixty (60) days to process. For inquiries concerning surrenders and redemptions, call 1.800.998.6844.

**AMENDMENT TO AGREEMENT:** Subject to the provisions of Applicable Law, Home Trust may amend this Agreement by posting changes to this Agreement or a replacement form of Agreement on the Website, or sending notice to you via email or postal mail. 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 Agreement, you agree to immediately stop using the Card and notify Home 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 situation does arise, then you will be given notice as soon as reasonably possible in the circumstances.

**NOTICE OF DATA PROTECTION AND PRIVACY POLICY:** Home 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 when you contact customer service (see **CONTACT INFORMATION** section of the Agreement), or register the Card on the Website, including your name and address, 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 third parties, including providers of identity verification services and demographic information. Home Trust maintains physical, electronic, and procedural security measures to safeguard Cardholder Information, which will be maintained in a file at our offices or on our servers and will be accessible by our employees, representatives and agents who require access to perform their job functions. We may use Cardholder Information to process Card transactions, to provide Customer Service, 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 direct mail communications and/or emails about upcoming promotions and offers. If you have provided your consent, Home Trust will also provide information about you and your participation in the Card program to the Distributor. Home 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. Home Trust may use and disclose Cardholder Information as necessary in connection with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets.

We may use service providers inside and outside of Canada to collect, process and store personal information on our behalf for the purposes described above. Some of these service providers may be located outside of Canada. The laws on data protection in these other jurisdictions may differ from those in Canada and may permit government, law enforcement and national security authorities in that jurisdiction to have access to your personal information in certain circumstances. Subject to these laws, Home Trust will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. 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. If you have any questions about how we handle Cardholder Information, or if you would like to request access to or correction of your Cardholder Information, you may contact customer service and ask to speak with our Privacy Compliance Officer.

**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. For the most recent version of the Cardholder Agreement or Terms and Conditions, please visit [www.getmybalance.com](http://www.getmybalance.com).

**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 [not applicable in Quebec]** 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 honour 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** This Agreement will be governed by the federal laws of 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 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.

**CONTACT INFORMATION** If you have questions regarding the Card, or need to report a lost or stolen Card, you may call Customer Service at 1.800.998.6844 or write to: Prepaid Card Customer Service, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. For the most recent version of the Cardholder Agreement or Terms and Conditions of this agreement, please visit:

[www.getmybalance.com](http://www.getmybalance.com).

Effective Date: May 1, 2015