



Cardholder Agreement

The Cardholder Agreement sets out the terms that apply to your Card or access and use any Electronic Financial Service. When you receive the Card, select a PIN for the Card, sign the reverse of the Card, activate or use the Card, that means you have received and read this Agreement and that you agree with, and are bound by, its terms.

Definitions used in this Agreement

ATM(s) means automated teller machine(s) that allow you to use your Card to access your accounts and services.

Account(s) means a personal or business, deposit or loan account in your name that can be accessed using your Card.

Agreement means this Cardholder Agreement as amended, modified or replaced from time to time by us.

Cardholder means the person to whom a Card has been issued by us.

Card means your card, commonly referred to as your debit card, and any other card we indicate to be subject to this Agreement that is associated with an Account(s) and is used with or without, as applicable, your Electronic Signature to access Electronic Financial Services.

Direct Payment refers to payments made with your Card using Interac* Debit, Interac* Flash or any other system we may designate from time to time to pay for goods or services by using your Card at a Direct Payment Terminal.

Direct Payment Terminal means a terminal at which Direct Payments can be completed using your Card.

Electronic Financial Services means the services that allow you to access and conduct transactions on your Account by using your Card in any of the following ways:

- ATMs
- Online Services, Mobile App or Telephone Services
- Direct Payment Terminals
- Any other way we may offer from time to time.

Electronic Signature means your PIN, Online Services password, Mobile App password or Telephone Services password or any other number or word used with your Card including answers to security questions and including holding your Card over a Direct Payment Terminal that supports Interac Flash with select merchants who have a Direct Payment Terminal. Reference to "Electronic Signature" throughout this Agreement refers to all Electronic Signatures that you have.

Interac Flash Transaction means payments or other funds transfers (including refunds) made at a Direct Payment Terminal using an *Interac* Flash-enabled Card without using an Electronic Signature.

Mobile Services † means the Peace Hills Trust Mobile App downloaded to your Mobile Device or www.peacehills.com/m through the Internet browser on your Mobile Device.

Mobile Device means an Internet-enabled smart phone or any other wireless handheld computing device that we allow you to use to access Electronic Financial Services.

Online Services means the Peace Hills Trust services that can be accessed by your personal computer and web browser.

PIN means the secret and confidential personal identification number you have selected for your Card.

Telephone Services means the Peace Hills Trust automated telephone access to accounts and services using your telephone.

You and **your** mean the person to whom we have issued a Card.

We, our, us, PHT and **Peace Hills Trust** means Peace Hills Trust Company.

Using Your Card and Electronic Signature

We will treat your Electronic Signature as your authorization whenever it is used with your Card and any instructions received or transactions made using your Card with your Electronic Signature will have the same legal effect as if you signed for them. For certain transactions, we may allow you to use your Card without an Electronic Signature, in which case you will have the same rights and responsibilities as if you had used your Card with your Electronic Signature.

Protecting Your Card and Electronic Signature

Protecting the security of your Card and your Electronic Signature is important. You are responsible for maintaining their confidentiality and safekeeping. This includes:

- keeping the Card safe in your possession and not letting anyone else use it including friends and family;
- keeping the Card in your sight, and taking the Card and transaction record (when applicable), once a transaction at a Direct Payment Terminal or ATM is complete;
- keeping your Electronic Signature confidential and not voluntarily disclosing your Electronic Signature to anyone else at any time;
- selecting an Electronic Signature that cannot be easily guessed by others;
- not using an Electronic Signature that is a combination selected from your name, date of birth, telephone number(s), account number(s), address or social insurance number;
- not using third party password generators;
- protecting your Electronic Signature when using Electronic Financial Services to ensure that no one else sees or learns of your Electronic Signature;
- not storing your Electronic Signatures on your computer or Mobile Device;
- signing out or logging out of Online Services or Mobile App using the applicable sign out or log out function; and
- not leaving your computer or Mobile Device unattended while signed in to Online Services or Mobile App;

You must ensure that you regularly check, at least once per month, your Account statements and balances to verify all transactions have been properly recorded. If entries do not accurately reflect your transaction activities, such as missing or additional transactions you must contact us immediately by visiting the nearest Regional Office.

A Lost, Stolen or Compromised Card or Electronic Signature

You will notify us immediately if:

- your Card is, or you suspect that it is, lost, stolen or otherwise no longer in your safe possession;
- someone else has, or you suspect that someone else has, used your Card or Electronic Signature; or
- your Card or Electronic Signature has, or you suspect that it has, become known to someone else or has otherwise been compromised.

You may notify us by visiting the nearest Regional Office or by contacting us at the telephone numbers shown at the end of this Agreement.

In addition to notifying us, you should change your Electronic Signature. For example your PIN may be changed at a Peace Hills Trust ATM. Online Services and Mobile App personal access codes can be changed by using the applicable reset personal access code function.

Expiry Date

Your Card has an expiry date. A debit Card will be re-issued to you before the expiration date on the Card. You agree not to use your Card after its expiry date.

Electronic Financial Services

Once your Card is activated, you can access the Electronic Financial Services by using your Card and your Electronic Signature. You will have added rights and responsibilities for all Interac Flash transactions no matter who transacted the same should you elect not to disable the Interac Flash enabling on your Card.

In addition you will have access to your personal line of credit using Card if:

- Electronic Financial Services access via your Card to these designated Accounts has been pre-arrange;
- your Accounts are in good standing; and
- your Account credit limit will not be exceeded by doing so.

Transaction Charges & Fees

You agree to pay and we may deduct, without notice, from any of your Accounts (even if this creates or increases an overdraft) the following:

- a transaction charge at the prevailing rate (as determined by us from time to time) for each transaction for which your Card has been used through the Electronic Financial Services. Charges and fees are provided in the A Guide to Deposit Accounts and Service Fees Personal Deposit Accounts or Guide to Deposit Accounts and Service Fees Business Personal Deposit Accounts documents available in our Regional Offices and at peacehills.com.
- the transaction charges or service fees imposed by other financial institutions (inside or outside Canada) for each transaction conducted through their ATMs or Direct Payment Terminals in which your Card has been used. You should contact other financial institutions for information on their transaction fees or service fees they charge for using their ATMs.
- the convenience fee or surcharge imposed by some merchants/operators for each transaction conducted at Direct Payment Terminals in which your card has been used.

Transaction Limits

We may establish and change limits, dollar or otherwise, from time to time, that apply to your use of the Card and on the various transactions which may be available through the services, without prior notice to you. Transaction limits and changes to them are based on the individual Account owner. For a Joint Account, transaction limits and changes to them are determined for each co-owner alone, and do not require notice to or consent of other co-owners. Limits are indicated on your Card Application Form.

Transaction Records/Confirmation Numbers

At the completion of each Electronic Financial Services transaction, you will be given a transaction record, unless otherwise requested, or you will be provided with a reference number. If your Card is used for a Direct Payment we may arrange for a third party, such as a merchant, to give you the transaction record.

Interac Flash

Interac Flash is a feature available on your Card that enables Cardholders to use the Card to pay for small purchases, up to the limit specified on your Card Application Form at select merchants, by holding your Card over a Direct Payment Terminal that supports *Interac Flash*. You do not have to insert your Card or enter a PIN.

You can have Interac Flash enabled or disabled on your Card by contacting any Regional Office.

Should you exceed the maximum amount at any merchant, you will be prompted for your PIN in order to complete the transaction. Upon successful completion of the transaction, your Interac Flash spend limit will be reset to zero.

Liability

Your Liability

Reference to the Card below also includes use of the Card with Electronic Signature.

- a) You are liable for all debts, withdrawals, transactions, advances, other Account activity and losses resulting from:
- all authorized transactions which means transactions in which the Card was used by you or by persons to whom you have made your Card available or who received possession of your Card with your consent;
 - any error or fraudulent use of the Card by you, or authorized by you, including any errors or fraudulent or worthless deposit or other transaction using the Electronic Financial Services;
 - failing to comply with your obligations to protect your Card and Electronic Signature as described in the section above entitled "Protecting Your Card and Electronic Signature" or if you did not otherwise take reasonable steps that could have prevented the loss;
 - failing to notify us immediately if you become aware that your Card or Electronic Signature has been lost, stolen or compromised (as described in section entitled "Lost, Stolen or Compromised Card or Electronic Signature" above);
 - any other unauthorized use of the Card to which you have contributed and is not otherwise exempted under a provision of this Agreement;
 - all Interac Flash Transaction charges whether the Card is used by you or any third party as a result of your Card being given, lost or stolen or otherwise no longer safe in your possession. Should you wish to protect yourself further from liability for the use of your Card for Interac Flash transactions you may elect to disable Interac Flash on your Card; and
 - any other failure by you to comply with the terms of this Agreement.
- b) Your liability will not exceed the established transaction limits (including daily limits) for the applicable Electronic Financial Services; however your liability may exceed the actual or available funds in an Account. This may occur, for example, if an Account has a line of credit or overdraft protection or is linked with another Account or multiple other Accounts (for example another deposit Account or a credit Account).
- c) Where you are liable for the transactions on your Account(s) pursuant to the terms and conditions described in this "Your Liability" section, you understand that this liability is in addition to any liability for those transactions that you have under any credit agreements and other financial services agreements that apply to your Accounts.

Our Liability

We are liable for:

- Unauthorized transactions after you have notified us that your Card has been misused, lost or stolen or that the Electronic Signature has been breached.
- Transactions completed through Cards that are forged, faulty, expired or cancelled.
- Fraudulent or negligent conduct by our employees or agents, companies involved in networking arrangements, merchants who are linked to the electronic funds transfer system or their employees or agents.
- Losses to your Account resulting from any failure, error, malfunction or technical problem of our system or equipment.

We are not liable to you if an ATM or if a store, retailer or merchant does not accept your Card at any time or if you cannot use your Card or your Electronic Signature at any time or for any reason, including if we cancel or temporarily deactivate your Card or decline to authorize a transaction because we have detected activity in your Account or the use of the Card that we consider to be unusual.

We are not liable for anything listed in this agreement as Your Liability.

No Warranties

Neither Peace Hills Trust, nor any access service provider nor any other information technology service provider, makes any express or implied warranties concerning the Electronic Financial Services including, but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of any third party proprietary rights unless disclaiming such warranties is prohibited by law.

Accepting Our Records

Our records as to whether an Electronic Financial Services or branch transaction has been performed, and our determination of the details of that transaction, will be considered correct and binding on you, unless you provide us with evidence to the contrary within 30 days of the date of a disputed transaction.

Processing Foreign Currency Direct Payments, Withdrawals and Advances

You can use your Card to access your Accounts for the following foreign currency transactions from these Accounts:

- Direct Payments at designated Direct Payment Terminals that are outside of Canada; and
- Cash withdrawals from designated ABMs that are outside of Canada.

For foreign currency transactions, a converted Canadian dollar amount will be deducted from your applicable Account based on an exchange rate set by the applicable payment network and determined on the transaction settlement date. The exchange rate at the time of settlement may be different from the exchange rate in effect on the transaction date. Payment networks include CIRRUS** and MAESTRO** or other payment networks as appropriate. Foreign currency transactions are subject to the following foreign currency transaction fees:

Foreign currency transactions on your Accounts using your Card are subject to a fee that is calculated by adding 0.025 to the exchange rate.

If you use your Card for a transaction in a foreign currency and the store, retailer or merchant gives you a credit voucher (for example in the case of a refund), the two transactions (the purchase and the refund) may not balance exactly because of exchange rate and currency fluctuations between the date of the purchase and the date of the credit (or refund).

We will not assume any risks associated with foreign currency exchange gains or losses from cross-currency conversions resulting from the use of your Card. Any gains made or losses incurred by you in connection with foreign currency transactions because of currency rate fluctuations between the date the transaction is posted and the date any subsequent credit is posted to the designated Account are your responsibility and shall be payable to you or by you (as the case may be).

Changing or Cancelling Financial Services

We may at any time, without notice, withdraw any ATMs or Direct Payment Terminals from use, cancel or vary the whole or any part of the services we offer you through the use of the Card. No Electronic Financial Services transactions will be processed after cancellation of the Electronic Financial Service.

Adding or Changing the Terms of this Agreement

You acknowledge that we can add, change or replace the terms and conditions of this Agreement from time to time. Notice of additional, amended or replaced terms and conditions may be given to you in any of the following ways:

- a notice addressed to you at your last address in our records;
- a notice is prominently displayed at our ATMs;
- a notice on our website;
- a notice in a readily accessible place in our Regional Offices;
- a notice in your monthly statement; or
- such other methods as we may permit.

Your continued use of the Account, the Electronic Financial Services or any other service with us, acknowledges that you agree to and accept the new terms and conditions of the Cardholder Agreement and all agreements related to the Account or service as amended, modified or replaced. We have the right to send you a new Card with new features without prior notice.

Resolving Disputes

We are not responsible for any failure to supply, or lack of suitability of quality of, any goods or services purchased from merchants or others through the Electronic Financial Services. All disputes between you and a merchant or others, including your rights to compensation or any offset rights (set-off), shall be settled directly by you with the merchant or others.

For all unauthorized claims, we will investigate the transaction and a determination regarding whether any reimbursement will be made based upon the investigation. We will respond to the Cardholder's report of an unauthorized Card transaction within 10 business days. We may require a signed statement during the course of the investigation. Or, where appropriate, we may require a signed affidavit from the Cardholder, which may result in a temporary suspension of the 10 day limit, until the requested information is received.

No funds, or only partial funds will be reimbursed if our investigation determines that on the balance of probabilities, the Cardholder contributed to the unauthorized use of their Card. If we cannot settle the complaint in your favour, you will be informed of the reasons for our position in the matter.

If a problem with a Card transaction is not resolved to your satisfaction or you have not received a response to a claim of an unauthorized Card transaction within the time period, please refer to the Complaint Handling Procedures on our web site or in the Resolving Your Complaint brochure available in your Regional Office.

Other Agreements

You acknowledge that, in addition to all fees, charges, terms and conditions set forth in this Agreement, your Accounts are also subject to all fees, charges, terms and conditions set forth in the applicable Account-level agreements and documentation. If there is a conflict between this Agreement and the Account-level agreements, documentation or terms and conditions, the Cardholder Agreement will prevail as it relates to the use of your Card and the services contemplated in this Agreement.

Customer Service

For any question or concern regarding: a lost, stolen or compromised Card; or inquiring about fees, rates or services please visit the nearest Regional Office.

For immediate action regarding a lost, stolen or compromised Card please call the 1-855-801-5769.

Peace Hills Trust voluntarily adheres to the Canadian Code of Practice for Consumer Card Services. For information about the code visit our web site at www.peacehills.com.

For more information about Cards, Electronic Financial Services, fees or rates you can also visit us online at www.peacehills.com.

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† Mobile Services capability requires an Internet-enabled Mobile Device. Your wireless carrier's standard text messaging and data charges apply, as defined by your service plan with your carrier.