

## CARDHOLDER AGREEMENT IMPORTANT – PLEASE READ CAREFULLY

**Terms, Conditions and Definitions for the Virtual Visa® prepaid card** -- This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which a non-personalized Virtual Visa® prepaid card has been issued to you. “Card” means the non-personalized Virtual Visa® prepaid card number issued to you by Home Trust Company. “Card Account” means the records we maintain to account for the value, in Canadian dollars, associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean Home Trust Company, our successors, affiliates or assignees. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. The expiration date of the Card is identified on the front of your Card. The Card is a virtual card. The Card is not connected in any way to any other account. The Card is not a credit card. You will not receive any interest on your funds in the Card Account. The Card will remain the property of Home Trust Company and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Our business days are Monday through Friday, excluding holidays, even if we are open. Please read this Agreement carefully and keep it for future reference.

**Authorized Users** -- You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, which access includes, without limitation, failing to close the Internet browser you are using when your Card, Card number or other information such as the security code or expiration date of your Card is visible, we will treat this as if you have authorized such use and you will be liable for any and all actions, fees and charges incurred by those persons. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement.

**Use of Your Card** -- You may use your Card to purchase or lease goods or services wherever Visa® cards are accepted online as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions whereby you would use the Card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for any illegal transaction. Each time you use your Card, you authorize us to reduce the value available on your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. You do not have the right to stop payment on any purchase or payment transaction originated by the use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then

fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. Home Trust Company actions relating to car rentals may result in a hold for that amount of funds for up to ninety (90) days.

**Charges Made in Foreign Currencies** -- If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa® International Incorporated into the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa® International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. This percentage amount is independent of any amount taken by the Issuer. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer will increase the currency conversion rate by an additional 2.5% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by Visa® International Incorporated.

**Receipts** -- You should always get a receipt at the time you make a transaction using your Card. You agree to retain your receipts to verify your transactions.

**Fee Schedule** – There are no fees associated with the use of this card.

**Expiration Date** – Your Card will expire ninety (90) days after it is loaded and issued to you. After the Expiration date, funds will expire and be removed from the Card.

**Tolerance: Special Situations** -- When using your Card please be aware that the proprietor might secure an authorization/approval on the Card for a set limit above the final amount authorized by the cardholder. The entire secured amount may remain unavailable for up to ten (10) days. This is done to take into account a tip/gratuity; however, only the amount the cardholder authorizes will ultimately be deducted from the value of the Card. Hotels, car rental agencies, and cruise lines may also secure an authorization/approval on the card at an estimated amount above the final amount authorized by the cardholder. This is done to ensure that adequate funds are available to cover the final purchase. Because these authorizations may be greater than the Available Funds on your Card, the transaction may be declined.

**Our Liability for Failure to Complete Transactions** -- We will not be liable, for instance: 1. If through no fault of ours, you do not have enough funds available on your Card to complete the transaction; 2. If a merchant refuses to accept your Card; 3. If access to your Card has been blocked after you reported

your Card lost or stolen; 4. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; 5. If we have reason to believe the requested transaction is unauthorized; 6. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or 7. Any other exception stated in our Agreement with you.

**Other Terms** -- Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any network, regulator or other association having jurisdiction over the movement or settlement of transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, provincial or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the Province of Ontario except to the extent governed by federal law.

**Amendment and Cancellation** -- We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

**Information About Your Right to Dispute Errors** -- In case of errors or questions about your electronic transactions, please send an email to [service@trucash.com](mailto:service@trucash.com) OR write to Cardholder Virtual Visa® Prepaid Card Services, 2680 Skymark Ave. Suite 420, Mississauga ON L4W 5L6.