



Interactive Brokers Prepaid Mastercard[®] Cardholder Agreement

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

This Agreement governs your use of the Card. By activating, signing and/or using the Card, you are agreeing to these terms and conditions and fees outlined below.

INFORMATION DISCLOSURE SUMMARY (detailed terms and conditions will follow):

Card issuer: This card is issued by Peoples Trust Company under licence by Mastercard International Incorporated.

Card information and balance: For up-to-date Card terms and conditions, to obtain the expiry date of the Card, if you have questions regarding the Balance, or to log a complaint, you may call customer service at **1-866-532-4654** or visit www.interactivebrokers.ca for free. You can also sign up to have email or web-based SMS text alerts sent to you. You are responsible for any fees or other amounts that your phone service provider charges, such as fees for SMS, data services and any other fees that your phone service provider may charge.

Card restrictions:

- Card is non-transferable, and it may be cancelled or revoked at any time without prior notice, subject to Applicable Law.
- Cardholders must be of age of majority in the province or territory where they apply for the Card.
- Cardholders are restricted to one Card per person.
- Use of the Card in certain countries may be restricted by law.
- You do not have the right to stop the payment of any transaction you conduct with the Card.
- Regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from the Card, are not permitted. All PAD transactions will be rejected, and Peoples Trust will not be liable for any costs incurred by you as a result.
- Card is reloadable. You may not add funds to the Card via wire transfer.
- You may not use your Card for illegal, improper or prohibited activity. You shall not use your Card for online gambling.
- The Card is subject to maximum transaction limits, as set out below. Peoples Trust may change these limits in accordance with Applicable Law and will post notice on www.interactivebrokers.ca at least thirty (30) days in advance of the date such change is to come into effect. The change will take effect on the date indicated in the notice. Your continued use of the Card, after the change to the limits has come into effect, will be taken as your acceptance of that change.
- The Card shall not be used for any business purpose.
- Other than you, there is no individual or entity giving instructions regarding prepaid product.

Limits

Maximum daily spend at point-of-sale	\$100,000.00
Maximum number of point-of-sale transactions / day	5
Maximum daily ATM withdrawal	\$1,000.00
Maximum daily cumulative amount withdrawn from both POS and ATM	\$1,000.00
Maximum number of daily ATM withdrawals	5
Maximum daily in-store cash withdrawal*	\$1,000.00
Maximum daily combined spend and cash withdrawal	\$100,000.00

* In-store cash withdrawal is not supported in Canada and not all US merchants will support it.

Limitations on Frequency and Dollar Amounts of Transactions: You may use your Card to withdraw cash at an ATM or from a participating POS merchant. ATM and POS withdrawals may be subject to additional limits set by the POS merchant or financial institution. The Card may be deactivated or use of the Card may be limited at any time if fraud related to the Card or use of the Card is suspected. Any funds withdrawn from an ATM, or from a store POS device will count towards the maximum amount that can be spent on your Card per day.

Card expiry and access to Balance: Your right to use the funds accessible through the Card will not expire.

Fees: The table below sets out the fees that may be imposed upon the Card. You acknowledge being advised of the fees and agree to pay all fees charged under this Agreement. The fees relating to your Card are set forth at <https://www.interactivebrokers.ca/en/accounts/debit-mastercard.php> and incorporated herein by reference.

Fees[†]

Withdraw Funds	ATM ^{††} (Canada)	\$.50
	ATM ^{††} (international)	\$.50
	In-branch (Canada)	\$.50
	In-branch (international)	\$.50
Card replacement (lost or stolen)		\$3.75

† In-store cash withdrawal is not supported in Canada and not all US merchants will support it.

†† Additional fees may be charged for use of ATMs by ATM operators, over which we have no control.

Funds that are accessible through the Card are not insured by the Canada Deposit Insurance Corporation (CDIC). The amount of cash that People's Trust holds on deposit on your behalf is not eligible for coverage by the Canadian Investor Protection Fund (CIPF).

Personal Identification Number ("PIN"). Upon activating your Card, you will be prompted to set your PIN. You can set or change your PIN by calling 1-866-532-4654. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure that others cannot observe it and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you must advise us immediately by calling 1-866-532-4654, and follow the procedures in the section of this Agreement labeled "Lost or Stolen Card or PIN."

Lost or stolen Card or PIN: You must take all reasonable steps to protect the Card and/or PIN against loss, theft, or unauthorized use. You should not maintain a written record of your PIN and you should not disclose the PIN to any third party, including family members and friends. **If you lose the Card and/or PIN**

or you become aware that the PIN may have become known to someone else, or if you have reason to believe that someone has made an unauthorized transaction with your Card or attempt to use your Card without your authorization, you must call customer service immediately at 1-866-532-4654. Avoid PIN combinations that may be easily guessed by others. All transactions carried out on the Card before you notify us will be considered to have been made by you.

If you forget the PIN, you can obtain a reminder by calling customer service at **1-866-532-4654**. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please call customer service for assistance. If the PIN is disabled, or if a merchant does not accept chip and PIN transactions, you will be required to sign for any transactions at merchants, provided that this is supported by and acceptable to the merchant.

Split tender transactions: If the Balance is not sufficient to cover the full Transaction Amount, you may ask the merchant if they will accept a split tender transaction. A split tender transaction allows you to use the remaining Balance to pay for part of the Transaction Amount and cover the difference with another form of payment (e.g. cash, cheque, credit or debit). Some merchants may require cash payment to cover the difference. If you fail to inform the merchant that you would like to complete a split tender transaction prior to using the Card, your Card may be declined. Merchants do not have to and may not agree to accept split tender transactions.

Personal Information: By applying for the Card, you consent to the collection, use, disclosure and retention of your personal information by Peoples Trust and its service providers as described below. The collection of that information is necessary for the entering into and performance of this Agreement. Therefore, if you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Card.

Key Cardholder Responsibilities under this Agreement:

•You must take all reasonable steps to protect the Card (and PIN, if applicable) against loss, theft, or unauthorized use. If you lose the Card (or PIN), you must call customer service immediately

•You must activate and/or sign the Card as instructed upon receipt of the Card.

•You must surrender the Card to us immediately upon request by us.

•You must ensure that there is a sufficient Balance to cover the full amount of transactions made with the Card.

•If your information, associated with the Card, changes, you must notify us of the change(s).

•If you become aware that your information, associated with the Card, is incorrect, you must notify us of the correct information.

•If you find an error in any transaction record, you must communicate the error to the merchant with whom you made the transaction.

•If you wish to dispute a transaction on your Card, you must notify us in writing of your dispute within sixty (60) days of the transaction date.

•You must only use our online resources as set out in 'Website and Availability', below.

DETAILED TERMS AND CONDITIONS:

Definitions:

- '**Access Code**' means log in passwords, answers to user specific identification questions, PIN codes or any other credentials used to access your Interactive Brokers Brokerage Account associated with the Card.
- '**Agreement**' means this Interactive Brokers Prepaid Mastercard Card Cardholder Agreement between Peoples Trust and the Cardholder and all documents that are expressly referred to herein, which govern your use of the Card.
- '**Amendment**' refers to any change to a term or condition of this Agreement or to the addition of a new term or condition, including increasing or adding new fees.
- '**Applicable Law**' means, in relation to any person, property, transaction or event, all applicable

provisions of: (a) statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, treaties, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority; and (d) any bylaw, operating rule or regulation of Mastercard in each case applicable to or binding upon such person, property, transaction or event in relation to any person in relation to any person, property, transaction or event.

- **'ATM'** means an automated teller machine.
- **'Available Cash Balance'** means the available cash balance in your Brokerage Account.
- **'Balance'** means the Available Cash Balance and, if your Brokerage Account is eligible, the Margin Spending Limit.
- **'Brokerage Account'** means your securities brokerage account at Interactive Brokers.
- **'Business Days'** are Monday through Friday, excluding federal and legal banking holidays in Canada.
- **'Card'** means the Interactive Brokers Prepaid Mastercard Card (physical or virtual) issued by Peoples Trust.
- **'Cardholder'** means the individual to whom the Card has been issued.
- **'Card Number'** means the 16-digit account number on the front of your Card.
- **'Canadian Client Account Agreement'** means the Interactive Brokers Inc. Canadian Client Account Agreement (including the Financial Services Supplement) between you and Interactive Brokers.
- **'Governmental Authority'** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Peoples Trust, Interactive Brokers or any person, property, transaction, activity, event or other matter related to this Agreement. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority's underlying mandate, function or activity.
- **'Interactive Brokers'** means Interactive Brokers Canada Inc. and its successors and assigns.
- **'Load'** or **'loading'** mean adding or transferring funds to the Card directly from the Cardholder's Brokerage Account to obtain or increase a Balance.
- **'Margin Spending Limit'** means the margin debit in your Brokerage Account, up to your cash withdrawal limit, pursuant to the terms of your Canadian Client Account Agreement between you and Interactive Brokers.
- **'Mastercard'** means Mastercard Incorporated, and its successors and assigns.
- **'Mastercard Conversion Rate'** means the rate that we pay to Mastercard to convert foreign currency to Canadian currency.
- **'PCI DSS'** means a multifaceted security standard defined by Payment Card Industry Security Standards Council and includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.
- **'Peoples Trust'** means Peoples Trust Company and its affiliates, successors and assigns.
- **'Personal Reference Number'** and **'PRN'** is a unique 12-digit number given to each Card account for the purpose of identification.
- **'PIN'** means a confidential personal identification number cared by you for use by you in conjunction with your Card to authenticate your POS transactions or at ATM transactions.
- **'POS'** means point of sale, where you can use the Card to purchase goods or services from a merchant.

- **'Recurring Transactions'** are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals.
- **'Transaction Amount'** is the amount that is debited from the Balance in connection with your use of the Card to purchase goods or services, which includes the amount of the Balance to be transferred, the Card service charges and the taxes imposed to complete the transaction.
- **'we', 'us', and 'our'** mean Peoples Trust.
- **'Website'** means www.interactivebrokers.ca.
- **'you', 'your', and 'yours'** each mean the Cardholder.

Acceptance: This Agreement constitutes a binding agreement between you and us with respect to the terms of use of the Card.

The Prepaid Mastercard Card: The Card is a prepaid Mastercard that can be used anywhere that Mastercard is accepted, including mail order, online, telephone, and POS retail merchants, subject to the terms of this Agreement. The Card allows you to make charges in, and withdraw cash from, your Balance. Under the terms of the Canadian Client Account Agreement, the Card is linked to your Brokerage Account. The Card is not a credit card. We may limit your ability to use your Card or certain Card features until we have been able to successfully verify your identity and your card is activated. The Card will remain the property of Peoples Trust and must be surrendered upon demand.

Activating the Card: The Card cannot be used for any purpose until it has been activated in accordance with the instructions on the activation sticker, and signed by you on the back of the Card where indicated.

Ownership and Use of the Card: You may use your Card, up to the limit of your Balance to (1) withdraw cash, and (2) purchase or lease goods and services wherever Mastercard is accepted. To use the Card, simply present the Card at the time of payment, and enter your PIN (or sign the receipt with the same signature you used when you signed the Card). You should retain the receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions and to make it available to us or Interactive Brokers upon request. As you use the Card, the Balance will be reduced by the full amount of each purchase including taxes, charges, and other fees, if any. You are responsible for keeping track of your Balance. It is important to know your available Balance before making any transaction. You may obtain information about the available Balance by calling the number on the back of your Card, by checking the Website, by using the mobile application, or by calling 1-866-532-4654.

If you use your Card for card-not-present transactions (such as online, mail or telephone purchases, or an online bill payment, the legal effect is the same as if you used the physical Card.

Your Card cannot be redeemed for cash. You may use your Card to withdraw cash as provided in this Agreement. If we suspect that you have used your Card to conduct an illegal or otherwise prohibited transaction, we reserve the right to cancel your Card.

You may use your PIN to withdraw cash from any participating ATM that bears the Mastercard or Cirrus® acceptance marks. Your Card can also be used at any POS that accepts Mastercard contactless transactions, subject to merchant purchase limits. All ATM transactions are treated as cash withdrawal transactions. We may limit the amount of any individual ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits if fraudulent activity is suspected. When you use the Card at an ATM, the amount of the withdrawal, plus any applicable fees and taxes, will be deducted from the available Balance associated with your Card.

You are solely and completely responsible for the possession, use, and control of the Card. **You must surrender the Card to us immediately upon request by us.** The Card is provided to you, only. 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.

You agree that, if a merchant requires that you sign a sales draft, we are not required to verify your signature on any sales draft prepared in connection with a transaction on the Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on the Card.

We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

We may, in our sole discretion, cancel or suspend any features or services of the Card at any time, with or without cause, with thirty (30) days' notice to you or as otherwise required by Applicable Law.

If you identify an error in any transaction record, you must address the error directly with the merchant or ATM operator.

We will, upon your request, mail to you a written statement of transactions made with the Card.

Some merchants (including, but not limited to, fuel stations, restaurants, hotels, cruise lines, or car rental companies) may pre-authorize the transaction amount for the purchase amount plus up to 20% (or more) above the purchase amount to ensure that there are sufficient funds available on the Card to cover any tips or incidental expenses. In such cases, your transaction will be declined if you do not have sufficient Balance to cover the transaction amount plus the additional amount.

A pre-authorization will place a 'hold' on an amount of your available Card funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of that final payment amount will be released. The time it takes for a pre-authorization hold to be removed may vary depending on the type of merchant.

A hold is typically removed within ten (10) days for most standard merchants, and within thirty (30) days for hotels, cruise lines and car rental agencies.

During the hold period, you will not have access to the pre-authorized amount. 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. All transactions relating to car rentals or hotels may result in a hold for that amount of funds for up to thirty (30) days.

Recurring Transactions: If you intend to use your Card for Recurring Transactions, you should monitor your Balance and ensure you have funds available in your Brokerage Account to cover the transactions. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Brokerage Account to cover the transaction. If you have authorized a merchant to make the Recurring Transaction, you also should contact the applicable merchant in order to stop the Recurring Transaction.

Information About Balance: It is your responsibility to ensure that there is a sufficient Balance to cover transactions plus any pre-authorized amounts. To obtain information about Balance, call customer service toll-free by calling the number on the back of your Card, or **1-866-532-4654**, by using the mobile application, or visit the Website at www.interactivebrokers.ca. The Balance will reflect all transactions that have been posted to our system. You are not allowed to exceed the Balance available on the Card for any transaction.

If there is no activity on the Card for ninety (90) consecutive days and the Balance on the Card is \$0.00 or negative, we will put the Card into a suspended state so that no other transaction can be processed. Please call

customer service if you wish to continue using the Card.

If the Card has a Balance of zero (\$0.00) or negative and there have been no transactions for one hundred and twenty (120) days, we may close the Card account.

Transactions Made in Foreign Currencies: If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, we convert transactions made in a foreign currency to Canadian dollars using the Mastercard Conversion Rate in effect on the day the transaction is posted to the Card. The Mastercard Conversion Rate in effect on the posting date may differ from the rate in effect on the date of the transaction.

However, if a foreign currency transaction is refunded to the Card, the Mastercard Conversion Rate used to convert your refund to Canadian dollars for the Card is the rate that we pay to Mastercard. Additionally, the rate that we pay to Mastercard 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 the Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to the Card for that transaction.

Protection Against Loss, theft, or Unauthorized Use: You agree to exercise reasonable control over any Access Code related to your Brokerage Account and your Card. Contact us at once if you believe your Card or PIN has been lost or stolen. If your transaction history shows transactions that you did not make with your Card or that have been made without your permission, including any purchases of goods or services (at a point of sale or ecommerce merchant, including recurring payments or via mail order/telephone order) or ATM cash withdrawals, , telephoning us at **1-866-532-4654** is the best way to minimize your possible losses.

If the Card is lost or stolen, you will be asked to provide us with your name and the Card number, and to answer an identifying question drawn from your personal information. If you lose the Card, someone might be able to use the Balance on the Card.

We will have a customer service representative or automated voice response service available seven (7) days a week, twenty-four (24) hours a day that will allow immediate cancellation of the Card upon your request.

A replacement Card will be issued within seven to ten (7-10) days after you report the Card lost or stolen to ensure that all transactions have been processed properly.

You agree, to the extent permitted by Applicable Law, to cooperate with us in our attempts to recover from unauthorized users and to assist in their prosecution.

The Mastercard Zero Liability Policy applies to purchases made in-store, via telephone, online, or from a mobile device, as well as transactions at an ATM. As a cardholder, you will not be held responsible for unauthorized transactions if:

- (i) you have exercised reasonable care in protecting the Card and PIN from loss or theft, and
- (ii) you promptly reported the loss or theft of the Card or PIN to Peoples Trust.

If the foregoing conditions are not satisfied you will be liable for all unauthorized transactions completed before you reported the loss or theft of the Card or PIN to Peoples Trust. Verification of a Zero Liability claim can take up to one hundred and twenty (120) days once all the required forms and/or documents have been received and confirmed by Peoples Trust and may require a police investigation.

Notification and Change of Terms: Subject to the limitations of Applicable Law, we may from time to time amend any term or condition of this Agreement or add a new term or condition, including increasing or adding new fees. As required by Applicable Law, notice of any Amendments will be sent to you at the most

recent mailing or email address that we have on record for you. We must, at least thirty (30) days before the Amendment comes into force, send you a written notice drawn up clearly and legibly, setting out the new clause(s) only, or the amended clause(s) and the clause(s) as it (they) read formerly, the date of the coming into force of the Amendment and your rights set forth below.

You may refuse the Amendment and rescind this Agreement without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than thirty (30) days after the Amendment comes into force, if the Amendment entails an increase in your obligations or a reduction in our obligations. If you choose to rescind this Agreement, the Cancellation section of this Agreement will apply. Notification of any Amendment will also be posted on the Website at least sixty (60) days in advance of the effective date of the Amendment, unless otherwise required by Applicable Law. The change will take effect on the date indicated in the notice. **You are responsible for informing us of any change in your mailing or email address, by contacting customer service at 1-866-532-4654**, and for checking the Website for such notifications. Notice will be deemed to be received by you five (5) days after mailing, or the next business day after electronic mail.

You may provide any notices to us by delivering notice to Interactive Brokers or sending notice through the Website (other than notification of a lost or stolen Card, which may only be done by telephone as set out above). Notice will be deemed to be received on the date of delivery of notice to us or Interactive Brokers, as applicable, and the next business day after electronic mail.

The most recent version of this Agreement is always available at www.interactivebrokers.ca (<https://www.interactivebrokers.ca/en/index.php?f=1552&p=disclosures>)

Cancellation: We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You may at any time terminate this Agreement by calling the toll-free number on the back of your Card or logging into your account at www.interactivebrokers.ca. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

We may terminate this Agreement at any time, at which time you will immediately return the Card to us or as we direct, provided that if you are not in default of your obligations under this Agreement, we will notify you in writing at least sixty (60) days before the date of termination. Despite any termination of this Agreement, you must fulfil all of your obligations under this Agreement.

Limitation of Liability: We will not be liable in any way for any dispute arising out of the purchase of merchandise or services using the Card or the failure of any retailer to honour the Card or the failure of an ATM machine to dispense cash. Neither we nor Interactive Brokers are responsible for any (i) failure to supply and/or (ii) lack of suitability or quality of any goods or services purchased from retailers through the use of the Card. Neither we nor Interactive Brokers will be liable for any action or failure to act of a retailer or a refusal by a retailer to honour the Card, whether or not such failure or refusal is as a result of any error or malfunction of equipment used to effect an authorization of the Card. We will not be liable for any damage, loss, or inconvenience you may incur if you are unable to use the Card as a result of any failure, error, malfunction or technical problem with, or at, a merchant, or with our, or our service providers' systems or

equipment, or with an ATM.

EXCEPT IN QUÉBEC, OR AS 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 ANY GOVERNMENTAL AUTHORITY, NATIONAL EMERGENCIES, PANDEMIC, EPIDEMIC, PUBLIC HEALTH EMERGENCIES, COMMUNICABLE DISEASE OUTBREAK, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. ALSO WITHOUT LIMITING 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 WILL 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.

If a transfer to or from your Brokerage Account is not completed by Interactive Brokers on time or in the correct amount according to the Canadian Client Account Agreement, Interactive Brokers will be liable for your losses or damages. Peoples Trust do not transfer funds to or from your Brokerage Account. Neither Peoples Trust nor Interactive Brokers will be liable to you : (1) If, through no fault of ours (including Interactive Brokers), you do not have sufficient available Balance to complete the transaction; (2) If a merchant refuses to accept your Card; (3) If an ATM where you are making a cash withdrawal does not have enough cash; (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (5) If access to your Card has been blocked after you reported your Card or PIN lost or stolen; (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) If we have reason to believe the requested transaction is unauthorized; (8) 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; and (9) Any other exception stated in our Agreement with you and in the Canadian Client Account Agreement.

Purchase Disputes and Refunds: If you believe a transaction on your Card account is incorrect, you must notify us in writing of your dispute within sixty (60) days of the transaction date.

Following your notification, a form will need to be completed and sent to the customer service team within sixty (60) days of the transaction date. You can obtain a dispute form by calling **1-866-532-4654** and following the prompts for lost or stolen cards. Please note that this form must be received within sixty (60) days of the date of the disputed transaction or you will have been deemed to have accepted such transaction. You can send the completed form to the customer service team by logging into the Interactive Brokers client portal and using the message center.

If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator.

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. Please ask the merchant for any return policy that may apply to purchases made with the Card. We are not responsible for any problems 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.

In case of errors or questions about credits, charges or withdrawals to your Brokerage Account relating to your use of the Card, call Customer Service at the number on the back of your Card or write to Interactive Brokers at Interactive Brokers Canada Inc. ATTN: Interactive Brokers Prepaid Card, 1800 McGill College Avenue, Suite 2106, Montreal, Quebec H3A 3J6 or log into your account as soon as you can, if you think an error has occurred in your Brokerage Account with respect to Card activities. You will need to tell Interactive Brokers the following: (1) your name and Card Number; (2) why you believe there is an error, and the dollar amount involved, and (3) approximately when the error took place. If you tell your dispute orally to a customer service representative, you will be required to send your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For errors involving a new Card (Card issued within thirty (30) days of the error being reported), POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Cards, we may take up to twenty (20) Business Days to provisionally credit your Balance for the amount in question. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you need more information about our error-resolution procedures, please contact us by calling **1-866-532-4654**.

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card account for such refunds and agree to the refund policy of that merchant. The amounts credited to your Card account for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

Telephone Monitoring/Recording: From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by Applicable Law.

No Warranty Regarding Goods and Services: We are not responsible for the delivery, quality, safety, legality or any other aspect of any goods or services you purchase with your Card. Any disputes regarding any such goods or services must be addressed to the merchants from whom any such goods and services were purchased.

Arbitration (not applicable to residents of Québec): To the extent not permitted by Applicable Law, you agree that any claim or dispute arising out of or relating to this Agreement will be determined by final and binding arbitration before a single arbitrator. Such arbitration shall be conducted in Vancouver, British Columbia.

Litigation Waiver (not applicable to residents of Québec): To the extent permitted by Applicable Law, you waive your right to litigate in a court any claim or dispute arising out of or relating to this Agreement or related to any class proceeding by any other person on your behalf.

Complaints: If you have a complaint or inquiry about any aspect of your Card, first attempt to resolve the complaint or inquiry by calling our toll-free customer service number at **1-866-532-4654**. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call us at **1-855-694-6214** or submit your complaint or inquiry through the form found on the Website (<http://www.peoplestrust.com/en/about->

[us/contact/](#)). We will do our best to resolve your complaint or inquiry.

If for some reason we are unable to resolve the issue to your satisfaction, you may refer your inquiry or complaint to the Ombudsman for Banking Services and Investments at 1-888-451-4519 for resolution. If the Cardholder has a concern regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the concern may be communicated at any time to the Financial Consumer Agency of Canada, either in person, by letter, by telephone, or through its website at:

Financial Consumer Agency of Canada
427 Laurier Avenue
West, 6th Floor Ottawa, ON, K1R 1B9
Telephone: 1-866-461-3222
www.fcac-acfc.gc.ca

Our complaints policy can be found online at: <http://www.peoplestrust.com/en/about-us/resolving-your-concerns/>.

Personal Information Consent: By accepting or using a Card, you consent to the collection, use, disclosure and retention of your personal information by us and its service providers for purposes relating to your application for a Card and your use of a Card and as otherwise described below. The collection of such information is necessary for the entering into and performance of this Agreement. If you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Card. As explained below, you may withdraw your consent at any time by cancelling your Card and all related services from us.

We and our service providers will collect information about you (e.g. your name, address, telephone number and date of birth) when you apply for a Card and, if a Card is issued to you, We and our service providers will collect information about you and your use of the Card and related services, including information about your Card transactions (e.g. the date, amount and place of each transaction) (all collectively "Cardholder Information").

We and our service providers will collect your Cardholder Information directly from you and from other sources, including third party providers of identity verification, demographic and fraud prevention services.

We will disclose your Cardholder Information to our service providers to assist us to provide services to you and to provide related services to us. We and our service providers will use, disclose and retain your Cardholder Information to process your application for a Card (including to verify your identity) and, if a Card is issued to you, to provide you with services relating to your Card (including to administer your Card and to process your Card transactions), to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law.

We maintain physical, electronic, and procedural security measures that comply with Applicable Law to safeguard Cardholder Information.

We and our service providers may use and store your Cardholder Information at facilities in various countries (including Canada and the United States of America). The personal information protection laws of those countries might be different from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities to access your Cardholder Information without notice. The laws on data protection in other jurisdictions, to which we may

transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, we will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above.

We will use and rely on your Cardholder Information to issue and administer your Card and provide related services. We and our service providers will rely on you to ensure that your Cardholder Information is accurate, complete and up to date. **You will promptly inform us (by contacting customer service at 1-866-532-4654) of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information.** You may communicate with us through our customer service number (or the Website) with regards to requests to access information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and correction in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be corrected, where necessary.

We and our service providers may use your Cardholder Information (including your telephone and mobile phone numbers and your email addresses) to contact you, including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialling systems) and instant messaging, regarding your Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

We and our service providers may monitor and record their communications and correspondence with you (including emails, online chats and/or telephone calls) for quality assurance, staff training and legal compliance purposes.

You may withdraw your consent to the collection, use and disclosure of your Cardholder Information at any time by contacting customer service (at **1-866-532-4654**) and cancelling your Card and all related services from us. If you withdraw your consent, we will continue to collect, use, disclose and retain your Cardholder Information for as long as may be reasonably required to perform services relating to the cancellation of your Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes, all as required or permitted by Applicable Law.

In addition to the above, if you consent to third party collecting and using your personal information (including Cardholder Information) for their own purposes (not as our service provider), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the third party.

The restrictions and requirements described above do not apply to Cardholder Information that is aggregated or otherwise de-personalized and does not identify you.

Our general personal information practices are described in our privacy policy, as amended from time to time, available online at: <http://www.peopletrust.com/en/legal/privacy-security/privacy/>.

Safeguarding Your Personal Information: We protect personal information in our possession or control from loss, theft, alteration and misuse. The safeguards employed by us to protect your personal information

depend on the sensitivity, amount, distribution, format and storage of the personal information. Although technologies can make it easier for fraud to occur, we employ around the clock monitoring systems and controls to detect and prevent fraudulent activity. We also build fraud prevention measures into our due diligence processes and regularly update our fraud detection/prevention methods. While we take precautions to protect your personal information from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission of your personal data is at your own risk and we expect that you will use appropriate measures to protect your personal information as well.

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.

Delivery of Electronic Communications: We provide account information to our customers electronically. You agree that we may provide you with any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card and any related products and services ("Communications") in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent. Refer to your Canada Client Account Agreement with Interactive Brokers for more information including, but not limited to, the methods by which Communications may be electronically delivered to you, how to withdraw consent, your obligation to keep your e-mail address current, and hardware and software requirements for accessing, viewing, and retaining Communications.

Assignment: At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. If we do make such an assignment, then this Agreement will remain binding on you and your respective executors, administrators, successors, representatives and permitted assigns.

Third Party Claims: 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 to you. If we do not exercise our rights under this section, we do not give up our rights to exercise them in the future.

Disclaimer of Warranties: TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING ANY 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.

Website: Although considerable effort is made to ensure that our Website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to

maintenance, website changes, or failures, nor will 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. We will not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. 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.**

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.

Governing Law: The parties agree that any claim or action brought pursuant to this Agreement will be brought in the exclusive jurisdiction of the courts of British Columbia and this Agreement will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. **FOR RESIDENTS OF QUÉBEC ONLY:** The parties attorn to the jurisdiction of Québec and this Agreement will be construed in accordance with and governed by the laws of the province of Québec and the laws of Canada applicable therein.

Language of Agreement: The parties agree to the provision of this Agreement in English and represent that they understand its terms and conditions. The parties declare that they requested, and hereby confirm their request, that the present document be drawn in English. Les parties ont requis et confirment par les présentes avoir requis que ce document soit rédigé en langue anglaise.

Section Headings: Section headings in this Agreement are for convenience of reference only and will not govern the interpretation of any provision of this Agreement.

Severability: If any part of this Agreement is found to be invalid or unenforceable by any court or government agency of competent jurisdiction, that invalidity or unenforceability will not affect the remainder of this Agreement, which will survive and be construed as if such invalid or unenforceable part had not been contained herein.

Contact Information: If you have questions regarding the Card, or need to report a lost or stolen Card, you may call customer service at 1-866-532-4654.

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