



## REFRESH SECURED CREDIT CARD CARDHOLDER AGREEMENT

By signing this Refresh Secured Credit Card Cardholder Agreement, the undersigned client acknowledges having (i) received and read the entire Refresh Secured Credit Card Cardholder Agreement and (ii) accepted the terms and conditions set out herein. Refresh's acceptance of this Refresh Secured Credit Card Cardholder Agreement and the Security Agreement (if fully completed) shall be evidenced by the issuance of a Refresh Secured Credit Card to you, the client, and the activation of that Card for use by you.

Client First Name:	Client Middle Name:	Client Last Name:	Client Phone Number (Home):	Client Phone Number (Work or other):
Customer Street Address:		City:	Province:	Postal Code:
Customer's Signature:				

This Agreement contains information about your Account. Please read it and keep it for your records.

### WE USE THE FOLLOWING DEFINED TERMS IN THIS AGREEMENT:

**ABM.** Automated banking machine.

**Account.** A Refresh secured credit card account.

**Account Segments.** There are three types of Account Segments and each segment operates differently for interest calculation, Grace Period and other aspects of your Account. The three segments are Purchases, Cash Advances and Special Balance Transfers.

**Agreement.** This Secured Credit Card Cardholder Agreement, as amended or replaced from time to time.

**Authorized User.** A person you've asked us to add to your Account, and who you've authorized to make charges to your Account.

**Average Daily Balance.** We determine the Average Daily Balance for each Account Segment when we calculate your interest payable every month. We explain how we determine the Average Daily Balance in the "Calculating interest" section.

**Balance Transfer.** Transferring all or part of a balance you owe elsewhere to your Account, including both a Standard Balance Transfer and a Special Balance Transfer

**Billed Balances.** The Account Segment balances on your Account as of the statement date, including any interest charges or fees.

**Billing Period.** The period of time between your Monthly Statements, which is usually about 30 days.

**Card.** A Refresh secured credit card that is issued on your Account to you or an Authorized User.

**Card Processing Agreement.** The agreement you sign with DirectCash Bank, a supplier that Refresh has retained to perform certain processing services for the Card, or such other Card Processing Service Provider as Refresh may designate from time to time.

**"Card Processing Service Provider"**. A third party service provider or supplier that Refresh has retained to perform certain processing services for the Card, which may change, or which services may be performed by Refresh itself, from time to time at Refresh' discretion.

**Cash Advance.**

- 1) Withdrawing cash from your Account; or
- 2) Making a cash-like transaction (such as the purchase of wire transfers, money orders, bets, lotteries, gambling or casino gaming chips).

These are posted to the Cash Advance segment of your Account.



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**Cash Advance Limit.** The amount of credit we extend to you for Cash Advances. It's part of your total Credit Limit - it's not additional credit over and above the Credit Limit for your Account.

**Credit Limit.** The maximum amount you may (together with any Authorized Users) charge to your Account (see the "Your Credit Limit" section for additional details).

**Good Standing.** Your Account is not past due, over the Credit Limit, fraudulent or restricted, or part of a consumer credit counselling program or bankruptcy.

**Grace Period.** The minimum period for which you will not be charged interest for new Purchases, Standard Balance Transfers and new Purchase segment fees if you pay off your New Balance in full by your Payment Due Date. The Grace Period is disclosed to you in your Initial Disclosure Statement.

**Initial Disclosure Statement.** A document provided to you by e-mail after you submit a Card application that sets out key information relevant to your use of your Account, including the annual interest rate, fees and other charges that may apply, and that forms part of this Agreement.

**Minimum Payment.** The lowest amount of money that you are required to pay on your Account each month, as shown on your Monthly Statement.

**Monthly Statement.** The statement that you receive each month for your Account, except if there's been no Account activity in the previous Billing Period and there's nothing owing.

**New Balance.** The total outstanding amount on your Account as of your statement date.

**Payment Due Date.** The date on each Monthly Statement when at least the Minimum Payment is due to be paid on your Account. It may not fall on the same date each month.

**PIN.** The personal identification number to use with your Card.

**Privacy Statement.** The privacy statement appended to this Agreement.

**Purchase.** Paying for goods and services at any merchant or business that accepts your Card or

your Account number for payment. Purchases include internet, mail or phone purchases. Purchase Transactions will post to the Purchase segment of your Account.

**Security Account.** An account holding your security deposit funds (if applicable), which are used to secure your Account

**Standard Balance Transfer.** A standard rate offer which may be made available to you to transfer, to your Account, all or part of a balance you owe elsewhere. This will post to the Purchase segment of your Account at your existing Purchase rate, and will benefit from the Grace Period.

**Transaction.** Purchases, Cash Advances, Standard Balance Transfers, Special Balance Transfers, credits, or any other use of your Account.

**We/our/us or "Refresh".** Refresh Card Solutions Inc.

**You/your.** The person (including any co-applicant) who signed or submitted the application for an Account. This doesn't include an Authorized User.

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When we approved your application for a Refresh Secured Credit Card, you received an Initial Disclosure Statement. The terms and conditions of the Initial Disclosure Statement, the terms of our Privacy Statement, as well as any amendments that we notify you of, are also included as part of this Agreement.

Please review our Privacy Statement as it contains important information regarding the collection, use and disclosure of your personal information.

In addition, Refresh has arranged for the processing services for your Card to be performed by a Card Processing Service Provider, DirectCash Bank. When opening your Account, you will also need to sign a Secured Credit Card Cardholder Agreement with DirectCash Bank which sets out the terms and conditions by which DirectCash Bank performs certain processing services related to the Card and the corresponding fees for using the Card. This is referred to as the "Card Processing Agreement" and you should



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read it carefully.

### 1. YOUR AGREEMENT WITH US.

You've requested that we set up an Account for you. When you access your Account for the first time, it confirms that you accept the terms of this Agreement and that you request renewal and replacement Cards. This Agreement sets out the terms under which you may use your Account, Card and PIN.

You confirm that you've requested this Agreement, and all communications and documents from us, to be in English until you advise us otherwise. *Vous confirmez que vous avez demandé que cette convention et toute communication venant de nous soient en anglais jusqu'a avis contraire de votre part.*

### 2. USING YOUR ACCOUNT.

You can make Purchases and obtain Cash Advances by using your Account, Card and PIN. In the future and from time to time thereafter, Refresh may, at its sole discretion, authorize you to perform Balance Transfers as described in this Agreement by providing written notice to you.

Subject to the terms of the Card Processing Agreement, you can use your Card, together with your PIN, to get Cash Advances at an ABM. The ABM must bear one of the logos shown on your card or any other logo that we designate.

By using your Card with your PIN or signing a sales slip to make a Transaction, you're authorizing that transaction. Using your Account to make a Transaction without showing your Card, such as when you use your Account number to purchase something over the Internet, is the same as signing a sales slip or entering your PIN to complete the Transaction. We're not responsible if anyone refuses to accept your Card or Account number for any Transaction.

Whenever you (or someone you authorize) use your Account, Card or PIN to make a Transaction, you incur a debt to us. Your debt includes interest, fees and the amount of any Transactions charged to your Account. You must repay the debt you owe to us under this Agreement. You can incur a debt, even if:

- 1) Your Credit Limit is exceeded;
- 2) Your Card is used after its expiry date; and/or
- 3) Your Card is used after your Account is closed.

We or the Card Processing Service Provider own all Cards issued on your Account. You agree that you will use your Account, Card for personal, family or household purposes only and will not use your Account or Card for any other purpose, including for business or commercial purposes. You may not use your Account for any illegal, unauthorized or fraudulent purpose.

You cannot use your Account or Card to make any Transaction at any merchant or business located in any country subject to sanctions by the Government of Canada or any other applicable regulatory body or government from time to time.

### 3. YOUR CARD'S EXPIRY DATE.

Your Card has an expiry date, as indicated on your Card. You shouldn't use your Card after its expiry date. If you charge anything to your Card or have a recurring payment after your Card has expired, you're responsible for immediately paying the amount owing to us, together with any interest or fees that are payable.

### 4. YOUR CREDIT LIMIT.

Your Credit Limit is the maximum amount you may (together with your Authorized Users) charge to your Account. Your current Credit Limit appears on each Monthly Statement. Each Monthly Statement also shows the current Cash Advance Limit. We may lower or restrict your Cash Advance Limit at any time. The Cash Advance Limit is part of your total Credit Limit; it's not additional credit over and above the Credit Limit for your Account.

We may lower your Credit Limit at any time without telling you in advance, but we need your express consent to raise your Credit Limit. We may let you make Transactions that put you over your Credit Limit, but we don't have to, even if we have before. This Agreement covers those Transactions that put you over your Credit Limit.

### 5. BEING LIABLE FOR THIS AGREEMENT.

You are, individually and together (if there is a co-



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applicant), liable for meeting the terms of this Agreement. Any of you may access your Account without the approval of the others, but each of you is fully responsible for the amounts owing on your Account.

### 6. AUTHORIZED USERS.

You may add or remove Authorized Users by contacting us, and each request is subject to our approval. We may limit the number of Authorized Users on your Account.

You're responsible for ensuring that all of your Authorized Users follow the terms of this Agreement and the Card Processing Agreement that apply to them. They'll have a separate Card, but it's still considered the same Account. If an Authorized User uses your Account, you're responsible for repaying any charges that person incurs.

Authorized Users may use your Account for Purchases and Cash Advances but can't make any other Transactions and can't exercise any other rights for your Account, including accessing or updating any Account information, obtaining an additional Card or adding or removing themselves or anyone else to or from your Account.

We'll send this Agreement, required notifications of any changes, Card renewals, replacements and Monthly Statements to you, but not to any Authorized Users. Use of your Account by an Authorized User confirms agreement by the Authorized User to the terms of this Agreement that apply to them.

### 7. MAKING PAYMENTS TO US.

You're responsible for repaying all charges owing on your Account. The total you owe us includes all Purchases, Cash Advances, Balance Transfers (if available), interest, and fees, and is shown on your Monthly Statement. Your Monthly Statement will provide instructions for making payments, including the amounts due and the Payment Due Date.

Payments must be made in Canadian dollars. Payments may be made only by online bill payment through Refresh's website, money order or using Loadhub at participating Canada Post

locations. Even when normal postal service is disrupted, you must continue to make your payments. Payments made by money order must be in a form acceptable to us and be drawn on a Canadian financial institution. Payments sent to us by mail or made through another financial institution's banking service may take several days to reach us and are not credited to your Account and do not adjust your available credit until we have processed them. If we choose to accept a payment that you make with a money order or cheque issued on a foreign bank, there may be service charges to process this. If so, they'll be charged to your Account.

You can also ask us to process your payment on your Payment Due Date each month as a personal pre-authorized debit ("PAD") from a deposit account in Canada in Canadian Dollars with us or another financial institution that you designate for that purpose to us in writing (such as by providing a "void" cheque. You may choose to pay the Minimum Payment or the New Balance shown on your monthly statement. If you ask us to automatically process payments in this manner you agree that this authorization, together with any written confirmation we provide you, is our personal PAD Agreement as required by Rule H1 of the Rules of the Canadian Payment Association. In addition, you agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. You may notify us at any time that you wish to revoke your authorization using the contact information below under the heading "Contacting Us" and, provided that we have received such notice at least fifteen (15) days before your next scheduled payment, we will not process it. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this agreement. A PAD may, under certain circumstances, be disputed for up to 90 days. To obtain more information on your recourse rights, contact your financial institution or visit [payments.ca](http://payments.ca)."

We can accept late payments or partial payments or cheques and money orders marked "payment in



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full" or other similar language without losing any of our rights under this Agreement.

You're responsible for ensuring you make at least the Minimum Payment by the Payment Due Date shown on your Monthly Statement. You must pay at least the Minimum Payment by the Payment Due Date to keep your Account in Good Standing. You must make your Minimum Payment even if you don't receive your Monthly Statement. Past due amounts or any amount of debt which exceeds your Credit Limit must be paid to us immediately.

If a Payment Due Date falls on a weekend or holiday, we'll automatically extend that Payment Due Date to the next business day following such weekend or holiday. Depending on the payment method you choose, your payment may take several days to reach us and may be credited to your Account after the Payment Due Date. Keep this in mind when considering how and when to make your payment. All Account credits are subject to final payment by the financial institution where you made the payment, so if the payment through your financial institution doesn't clear, we'll reverse the Account credit and you will still owe us the amount of the payment, which will continue to incur interest, if applicable, until paid.

### 8. CHARGING YOU INTEREST.

**Accruing interest.** We give you a minimum 21-day grace period for new Purchases and new Purchase segment fees that posted on your last Monthly Statement: You can avoid being charged interest on these Transactions by paying off your New Balance in full by the Payment Due Date. If you do not pay your New Balance in full by the Payment Due Date, we will charge interest on these Transactions from the date of the Transaction until the day we process your payment in full for those Transactions. For undated Transactions, interest will be assessed from the date the Transactions posted to your Account until they are paid off. Corresponding interest charges will appear on subsequent Monthly Statements. Fees are treated in the same manner as purchases for the purpose of charging interest.

We will always charge interest on Cash Advances,

Special Balance Transfers (if available), Cash Advance fees and Special Balance Transfer fees. Interest on these Transactions is charged until the day we process your payment in full for those Transactions.

Refresh does not charge interest on interest. Interest from each Account Segment posts to the same Account Segment and becomes part of the Billed Balance at the end of the Billing Period.

**Calculating interest.** Interest for any given Billing Period is calculated by multiplying the monthly interest rate by the Average Daily Balance for each Account Segment (Purchases, Cash Advances, and Special Balance Transfers) and then adding them up.

Here's how we calculate the Average Daily Balance for each Account Segment:

The "Daily Balance" for each Account Segment is determined for Day 1 of your current Billing Period as follows:

- 1) We start by taking the Billed Balance for an Account Segment from the last day of your previous Billing Period, if any. This becomes the "Opening Daily Balance" for Day 1 of the current Billing Period. For the Purchase segment only: if you paid your New Balance from your previous Monthly Statement in full by the previous Payment Due Date, we subtract the Purchases, Standard Balance Transfers and Purchase segment fees that posted in your previous Monthly Statement from the Billed Balance that we started with. (This is because by paying your previous New Balance in full, you benefited from the 21-day Grace Period for all of your Purchases, Standard Balance Transfers, and Purchase segment fees made in your previous Billing Period and you will not be charged interest on these - as explained above under "Accruing interest".)
- 2) We then add Transactions that were made for that Account Segment on Day 1 of your current Billing Period. For the Purchase segment only: this step is skipped because Purchases, Standard Balance Transfers and Purchase segment fees will



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benefit from the Grace Period, as explained above under "Accruing interest".

- 3) For all Account Segments, we then subtract any payments and credits received on Day 1 of your current Billing Period for that Account Segment (see the "Applying Your Payments" section for details on how we allocate payments). This gives us the "Daily Balance" for Day 1 for each Account Segment, which in turn becomes the "Opening Daily Balance" for Day 2 for that Account Segment.

We then repeat Steps 2 to 3 for all other days in the current Billing Period. Finally, we add the Daily Balances for each day in the current Billing Period and divide the total by the number of days in the current Billing Period. This gives the "Average Daily Balance" for a specific Account Segment for the current Billing Period.

The Average Daily Balance for each Account Segment is then multiplied by the applicable daily interest rate(s) (obtained by taking the annual interest rate(s) and dividing by the number of days in the year) for the Account Segment. We then multiply this value by the total number of days in the Billing period to determine the interest we charge you for that Account Segment. When there is more than one applicable interest rate, we calculate your interest based on the Average Daily Balances for each rate.

If you did not pay your previous Monthly Statement's New Balance in full by the Payment Due Date, we'll also calculate interest on Purchases, Standard Balance Transfers and Purchase segment fees that posted in your previous Monthly Statement from either the Transaction date or the posting date (as outlined earlier) until the end of the previous Billing Period. The method for calculation of interest will be same as above. We will use the applicable interest rates from the previous Monthly Statement for the calculation. This calculated interest will then be added to the current Billing Period's Purchase segment interest.

The interest for all Account Segments is added together to determine the total interest due for that

Billing Period and is shown on the next Monthly Statement.

**Monthly interest rates.** We determine the monthly interest rate by dividing the annual interest rate by 12, and rounding it up to the nearest 1/1000th of 1%. The rate may be different for each Account Segment (Purchases, Cash Advances and Special Balance Transfers, if applicable). You were told the annual interest rate in the Initial Disclosure Statement you received when you opened your Account. If you were told only one annual interest rate, that rate applies to every Account Segment. We may increase the annual interest rate or rates from time to time by notifying you in writing at least 30 days in advance.

You are still responsible for paying interest at the rate or rates current at the time under this Agreement even if:

- 1) You fail to meet the terms of this Agreement;
- 2) We obtain a court judgment that you receive after the change takes effect;
- 3) We close your Account or cancel your Card; and/or
- 4) We demand immediate payment of any amount owing to us, including your total debt - see Sections 3, 7, 11, 18 and 19 of this Agreement for explanation of when we're entitled to immediate payment.

**Variable rates.** If variable rates apply to your Account, we base our variable rates on the one-month Canadian Prime Rate, as published in the Report on Business section of The Globe and Mail on the 25th day of each month or, if not published on that day, on the most recent day of publication prior to that day. The Initial Disclosure Statement that was provided to you indicates whether a variable rate applies to your Account.

### 9. FEES.

All of the fees that we currently charge in connection with your Card and your Account are set out in the Initial Disclosure Statement that was provided to you when you opened your Account.

**Changes to Fees.** We or our Card Processing Service Provider may make changes to our current fees or add new fees. If any of the current fees



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increase or if we add any new fees after your Account is opened, we'll notify you of the new or increased fee in writing at least 30 days before the new or increased fee takes effect. In addition, our Card Processing Service Provider may also notify you of a change in fees in accordance with the terms of the Card Processing Agreement. If any fees that we charge ever decrease, we'll notify you of the change by the first Monthly Statement that you receive after the change takes effect.

**Purchase Segment Fees.** If you incur any of the following fees, they will be billed to the Purchase segment of your Account:

- 1) Dishonoured cheque fee: If a cheque for a payment is returned to us for any reason.
- 2) Over limit fee: If your Account exceeds its assigned Credit Limit as a result of:
  - a. A Transaction made on your Account (by you or any Authorized User), even if we approved the over limit amount; or
  - b. Fees/interest charges assessed on your Account.

We will charge you an over limit fee if you continue to remain over your Credit Limit in subsequent Billing Periods.

- 3) Paper Statement Fee: We will deliver an electronic copy of your monthly Account statements and related documents free of charge to the email address you provided to us with your Card application when opening your Account. If you wish to receive paper copies by mail instead, you may contact Refresh to request this service and you will be charged the corresponding fee for each paper statement mailed to your physical address.
- 4) Copying fee: For duplicate copies of Transaction receipts or statements, unless required for a billing dispute resolution.
- 5) Annual fee: If your Account has an annual fee, it was disclosed to you in the Initial Disclosure Statement when you opened your Account. The fee will be charged to the Purchase segment of your Account. If

the fee changes after you opened your Account, you'll be advised of the change. If an annual fee was not disclosed to you, it means your Account doesn't have an annual fee.

- 6) Monthly Fee: If your Account has a monthly fee, it was disclosed to you in the Initial Disclosure Statement when you opened your Account. The fee will be charged to the Purchase segment of your Account on a monthly basis while your Account remains open. If the fee changes after you opened your Account, you'll be advised of the change.
- 7) Monthly Inactivity Fee: If your Account has a monthly inactivity fee, it was disclosed to you in the Initial Disclosure Statement when you opened your Account. The fee will be charged to the Purchase segment of your Account on a monthly basis while your Account remains open if the Card has not completed a Transaction during such month. If the fee changes after you opened your Account, you'll be advised of the change.
- 8) ATM Transaction Fee: This fee will be charged to the Purchase segment of your Account for each Transaction completed using an ATM.
- 9) Point of Sale Transaction Fee: This fee will be charged to the Purchase segment of your Account for each Transaction completed at a point of sale.
- 10) Declined Transaction Fee: This fee will be charged to the Purchase segment of your Account for each declined Transaction.
- 11) Bill Payment Fee: This fee will be charged to the Purchase segment of your Account when using the Card for scheduled pre-authorized payments.
- 12) Chargeback Investigation Fee: This fee will be charged to the Purchase segment of your Account for each Transaction for which Refresh or its Card Processing Provider must carry out a chargeback investigation.
- 13) Fees on International Transactions: This fee will be charged, as a percentage of the Transaction Value, to the Purchase



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segment of your Account for each Transaction carried out in a currency other than Canadian dollars or outside of Canada.

**Cash Advance Fee.** When you obtain a Cash Advance, a cash advance fee will be charged to the Cash Advance segment of your Account.

**Special Balance Transfer Fee.** When you make a Special Balance Transfer (if permitted by Refresh in the future), unless stated otherwise, we'll charge the fee that is set out in the written notice sent to you authorizing this permitted use. It will post to the Special Balance Transfer segment of your Account.

**Dishonoured Payment Fee.** If any payment you make to Refresh is dishonoured, declined, revoked or otherwise not able to be collected by Refresh, a fee will be charged to your Account. It was disclosed to you in the Initial Disclosure Statement when you opened your Account.

### 10. APPLYING YOUR PAYMENTS.

Any payments we receive up to and including the amount of your Minimum Payment will be applied in the following order:

- 1) First to interest charges;
- 2) Then to fees shown on your Monthly Statement;
- 3) Then to the remaining Billed Balances shown on your Monthly Statement; and
- 4) Then to the balances which have not yet appeared on your Monthly Statement.

Within each of the above categories, if there are different annual interest rates that apply, the payment will be applied first to the balance with the lowest annual interest rate, and then to the other balances in ascending order, based on their applicable annual interest rates.

Excess payments over your Minimum Payment will be divided and applied to the remaining Billed Balances as follows:

- 1) First, the remaining Billed Balances on your Monthly Statement are divided into different groups based on their applicable annual interest rate so that each group represents that portion of your remaining

Billed Balance that has a different annual interest rate; and

- 2) Then, the excess payment is divided and applied to the different groups in the proportions that the balance for each group bears to the remaining Billed Balance for that Monthly Statement.

Any remaining payments will then be applied against Transactions that have not yet appeared on a Monthly Statement in the same fashion as above.

We will credit a payment to your Account made at a branch of a Canadian financial institution as of the date that institution processes the payment. However, the payment may be reflected on the next Monthly Statement due to payment processing timing. The difference between any interest or fees applied to your Account as of the date we credit the payment to your Account and the date the other financial institution processes the payment, as a result, will be credited to your Account on your next Monthly Statement.

### 11. PAYING YOUR TOTAL DEBT.

You must immediately pay your outstanding total debt, plus interest and fees, if we permanently cancel your use of your Card or PIN or close your Account (see the "Restricting or Cancelling Your Credit Privileges" and "Closing Your Account" sections for more details), or if you:

- 1) Fail to meet any of the terms of this Agreement;
- 2) Become the subject of bankruptcy or insolvency proceeding;
- 3) Have legal action taken against your property; or
- 4) Die.

You're also responsible for paying any expenses, including court costs or legal fees, or additional services that may be incurred to collect your debt. These expenses are considered "debt" under this Agreement.

### 12. SENDING YOUR MONTHLY STATEMENTS.

Every month, we'll send you a Monthly Statement showing all Transactions that posted to your





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Account during the Billing Period. However, we won't send a Monthly Statement if there's been no Account activity in the previous Billing Period and there's nothing owing.

### **13. TELLING US ABOUT YOUR ADDRESS CHANGES**

You agree to tell us if you change your address or phone number, and agree to give us any other information we need to keep our records current.

### **14. TELLING US ABOUT STATEMENT ERRORS.**

You must tell us in writing of any errors on your Monthly Statement within 30 days of the receipt of your Monthly Statement. If you don't, you accept the Monthly Statement and our records as accurate and complete, except for any amount mistakenly credited to your Account.

### **15. RESOLVING DISPUTES ABOUT TRANSACTIONS.**

You agree to resolve any dispute about a Transaction directly with the business or financial institution involved. Until we receive a credit voucher from that business or financial institution, the charge will appear on your Monthly Statement and you must pay it under the terms of this Agreement. If you resolve the dispute and we receive a credit voucher from the business or financial institution involved, a credit will appear on a later Monthly Statement.

### **16. PROVIDING YOU WITH OTHER BENEFITS AND SERVICES.**

We may make non-financial benefits and services associated with your Card available to you.

These benefits and services are subject to the terms set by the companies that provide them and may be changed or cancelled with or without notice. Since we don't directly supply these benefits and services to you, you agree that we are not liable for them.

### **17. TELLING YOU ABOUT CHANGES TO THE AGREEMENT**

We may make changes to this Agreement or to the benefits and services associated with your Account. When we make changes that require

notification, we'll notify you in writing. You agree that we can notify you by sending a notice. We will not send notifications to Authorized Users. You agree that by notifying you of any changes, we are also telling any Authorized User, if applicable.

### **18. RESTRICTING OR CANCELLING YOUR CREDIT PRIVILEGES.**

We, or our Card Processing Service Provider, can cancel or restrict the use of your Card or PIN, or can close your Account without notifying you first. The Card is our, or the Card Processing Service Provider's, property and we or they can require you to return it at any time. You agree to immediately pay us any expenses we or they may incur to recover your Card. Cancellation of your Account will not affect our security interest in the Security Account, if applicable.

### **19. CLOSING YOUR ACCOUNT.**

You can close your Account at any time by calling us at 1-888-511-6407. However, you're still responsible for paying any outstanding Account balances, including any debt incurred after your Account closed, and for meeting all other terms under this Agreement until your Account is paid in full. Certain transactions may be processed up to 60 days after Card cancellation and therefore the funds being held in the Security Account to which you are entitled hereunder will not be returned to you until this 60-day period has expired. The terms and conditions in this Agreement remain in effect until you irrevocably pay the entire balance owing on your Account to us.

### **20. CREDIT BALANCES OF LESS THAN \$1.00.**

We'll provide you with a refund of a credit balance of less than \$1.00 if we receive a written request from you within 100 days from the first date of the credit balance. After that 100-day period, we may charge you an inactive Account fee that equals the credit balance amount.

### **21. USING YOUR CARD AND PIN**

You must memorize your PIN and keep it confidential so no one else can use your Card in ABMs or similar equipment.



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### 22. RECORDING TRANSACTIONS AND RESOLVING DISPUTES.

Every time your Card and PIN are used, the legal effect is the same as if your signed written instructions have been carried out. The Transaction records you receive from an ABM are for your convenience only and are not official Transaction records. We and our Card Processing Service Provider each have the right to verify and adjust all of your Transactions. Our internal records include records of Transactions from other ABM systems and similar equipment, and may include records of our Card processing service providers which are maintained in accordance with the Card Processing Agreement. You agree to accept our internal records, or those of our Card Processing Service Provider, as the case may be, as accurate and binding in any disagreement about:

- 1) Issuing the Card and PIN;
- 2) The use of the Card and PIN; and/or
- 3) The accuracy, verification or adjustment of any Transaction record.

### 23. ABM TRANSACTION LIMITS

ABM Transaction amounts are limited, and we can change those limits without notifying you first.

### 24. MEETING THE TERMS OF THIS AGREEMENT.

The use of your Card and PIN is subject to this Agreement and the Card Processing Agreement. When you use your Card and PIN, you must follow the terms of this Agreement and the Card Processing Agreement. You must also follow any instructions that are:

- 1) Posted on an ABM or similar equipment;
- 2) Displayed by the ABM or similar equipment while you are making a Transaction; or
- 3) Printed on your Transaction record.

We're not responsible if your Card or PIN does not work. We are also not responsible if an ABM or any other equipment used to access your Account malfunctions or is unavailable.

We try to ensure that your Card and Account number are accepted when presented. However,

we will not be liable to you for damages (including special, indirect or consequential damages) that may result if, for any reason, your Card or your Account number is not accepted or you are unable to access your Account.

### 25. CASH ADVANCES.

If you have a Card with chip technology, you and any Authorized Users will be provided with a Card with a unique number and with a unique PIN. This will allow you and any Authorized Users to use your/ their Card and PIN at any ABM or similar equipment.

### 26. CONTACTING US.

You must contact us immediately if your Account number or Card is lost or stolen, if someone discovers your PIN or if a person or merchant uses your Account without permission (known as "unauthorized use"). Note that unauthorized use doesn't include use of your Account by someone you've identified as an Authorized User.

**To contact us regarding any issue related to your Card, Account or this Agreement, call us toll-free at 1-888-511-6407. Our hours of operation are 7 a.m. to 7 p.m. PST 7 days a week.** To report lost or stolen Cards outside of these hours, call the number above and an automated service will direct you to an agent that can assist you.

If your Account, Card or PIN is used without your authorization, you will not be held liable. However, if our investigation establishes that no misuse of the Account, Card or PIN occurred, you will be liable for all transactions.

### 27. SECURITY INTEREST.

Prior to Refresh authorizing your Account and you receiving your Card for use, you are required to provide a cash security deposit to Refresh in the amount required by Refresh and which shall be set out in your Initial Disclosure Statement. These security deposit funds shall be used as collateral to secure the obligations you owe to us in connection with your Account and those funds are being held in the Security Account. The terms and conditions applicable to your collateral and the Security Account are set out in a separate Secured



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Credit Card Security Agreement or in the province of Quebec, Deposit, Set Off and Movable Hypothec Agreement.

### 28. EXISTING REFRESH FINANCIAL CUSTOMERS.

Capitalized terms used but not defined in this Section 28 have the meanings given to those terms in the Loan Agreement between Refresh Capital Corp. and you (the "**Loan Agreement**").

If you are an existing client of a Refresh Financial Inc. Loan Program and have entered into a Loan Agreement that remains in good standing and not in default, Refresh and Refresh Capital Corp. may allow you to Drawdown under your Loan to fund the Security Account for your Card instead of you providing a new cash deposit, up to the maximum amount of your Borrowing Base. If Refresh permits a Drawdown for the purposes of funding the Security Account, the \$20.00 Drawdown fee normally due under the Loan Agreement will be waived, except that if the Card is cancelled or otherwise terminated within six (6) months of issuance, this \$20.00 fee will then be charged to you through your Card and be due and owing along with all other amounts owing pursuant to this Agreement. Refresh will advise you in writing prior to issuance of the Card if your Borrowing Base is sufficiently large to fund the Security Account without a new cash deposit.

### 29. SET OFF.

If you default or fail to meet any of the terms of this Agreement, including but not limited to failing to pay all amounts due and owing for a period of longer than 60 days, or if your Account is closed, you authorize us to deduct the balance due on your Account from any funds we may be holding for you, including any credit balance that you may have on any other Account you hold with us and any security deposit funds that you have provided to us that are being held in the Security Account.

If any funds that we are holding for you are not sufficient to cover the balance due on your Account, you will still owe us the balance remaining on your Account, which will continue to incur interest, if applicable, until paid.

### 30. ASSIGNMENT.

At any time, we may sell, transfer or assign any or all of our rights and obligations under this Agreement or your Account without telling you in advance. This includes our rights to payments. If we do, we can share information concerning your Account with potential buyers, transferees or assignees. We'll ensure that they agree to respect your privacy rights in the same way that we do. You may not sell, assign or transfer any of your rights or obligations under this Agreement or your Account.

### 31. COMPLAINT RESOLUTION PROCESS.

Please get in touch with us if you have any customer service complaints or other concerns relating to your Card or Account. Our complaint resolution process and all of our contact information is set out at the end of this Agreement.

### 32. CONSUMER PROTECTION LEGISLATION

This Agreement and your rights and liabilities in respect of the Card are subject to applicable consumer protection legislation in your Province of residence, as such statutes may be amended from time to time. Such statutes provide certain rights and protections for consumers which may be available to you in respect of the Card, and these rights vary based on each Province's statute and regulations. Please refer to the applicable consumer protection legislation in your Province for more information.

### 33. INTERPRETING AND ENFORCING THIS AGREEMENT.

This Agreement is to be interpreted according the applicable laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding its conflicts of laws provisions. If there's a claim, dispute or controversy relating to this Agreement or your Account, you agree that your provincial or territorial court will be able to resolve the matter. You also agree to be bound by any judgment of that court.

We may choose not to act on any right under this Agreement without giving up that right. This includes the right to apply the full amount of any charge. Any time we give up one of our rights, we



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must do so in writing and sign a waiver. You're required to pay all charges owing to us and you must meet the terms and conditions of this Agreement, which are unconditional and absolute.

If any part of this Agreement is considered invalid or unenforceable under applicable law, the rest of this Agreement is still valid and enforceable.

This Agreement and any application you sign or submit in connection with your Account make up the entire agreement between you and us relating to your Account. This Agreement overrules any previous agreement between you and us relating to your Account. This Agreement can only be changed according to the terms and conditions outlined in this Agreement. Your signature on your Account application or your Card or the signing, activation, or use of a Card or your Account number by you or an Authorized User represents your signature on this Agreement.



## REFRESH SECURED CREDIT CARD CARDHOLDER AGREEMENT

### PRIVACY STATEMENT

#### REFRESH'S PRIVACY COMMITMENT TO YOU

Refresh is committed to keeping your personal information accurate, confidential and secure. We want to earn your trust by providing strict safeguards to protect your information.

It is our policy to comply with the privacy legislation within each jurisdiction in which we operate. Sometimes the privacy legislation and / or an individual's right to privacy are different from one jurisdiction to another. This privacy statement covers only those activities that are subject to the provisions of Canada's federal and provincial privacy laws, as applicable.

This privacy statement has a limited scope and application. Consequently, the rights and obligations contained in this privacy statement may not be available to all individuals or in all jurisdictions.

#### WHAT IS PERSONAL INFORMATION?

Personal information is any information about an identifiable individual. This would include your name, address, telephone number and social insurance number.

#### YOUR PRIVACY

We respect your privacy and wish to protect it. We collect and provide your information as required for the standard operation of our business and as required by law. We may also release your information to companies that you have authorized us to release your information to, including service providers (such as a Card Processing Service Provider or the printers of our account statements), credit reporting agencies (like TransUnion and Equifax), our own affiliates and co-branding partners for co-branded rewards cards. These companies must first meet our rigorous privacy standards before we partner with them to do business.

#### YOUR PRIVACY CHOICES AND HOW TO CONTACT US

Mail: You can tell us your privacy preferences by mail at:

Attention: Privacy Office

Refresh Card Solutions Inc.  
P.O. Box 25151 Mission Park RPO  
Kelowna, BC. V1W 3Y7

Phone: You can tell us your privacy preferences by calling toll-free at 1-888-511-6407.

If you have questions about this Privacy Statement, please call one of our Customer Relations representatives at 1-888-511-6407.

Web: You can visit our "Contact Us" page on our website at [www.refreshfinancial.ca](http://www.refreshfinancial.ca).

If you would like to be removed from Refresh's email marketing list, please contact us toll-free at 1-888-511-6407.

#### INFORMATION QUALITY

If you believe that the information we have about you is not as accurate or complete as it could be, please contact us using any of the methods noted in "Your Privacy Choices and How to Contact Us" so we can update your information.

#### ACCESS TO PERSONAL INFORMATION ABOUT YOU

You may request access to the personal information we have about you.

When requesting access to your personal information, please note that we may request specific information from you to enable us to confirm your identity and right to access, as well as to search for and provide you with the personal information that we hold about you. We may charge you a fee to access your personal information; however, we will advise you of any fee in advance. If you require assistance in preparing your request, please contact our Privacy Office.

Your right to access the personal information that we hold about you is not absolute. There are instances where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the personal information that we hold about you. In addition, the personal information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to your personal information, we will endeavor to inform



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you of the reasons why, subject to any legal or regulatory restrictions.

To request access to your personal information in our possession, write to us at:

Attention: Privacy Office  
Refresh Card Solutions Inc.  
P.O. Box 25151 Mission Park RPO  
Kelowna, BC. V1W 3Y7

### CONFIDENTIALITY AND SECURITY

We endeavor to maintain physical, technical and procedural safeguards that are appropriate to the sensitivity of the personal information in question. These safeguards are designed to prevent your personal information from loss and unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction.

We use other companies to provide services for us, such as marketing, advertising, Card processing and credit card embossing; but we select these companies carefully and require them to keep the information we share with them safe and secure. We do not allow them to use or share information for any purpose other than the job they are hired to do.

### INFORMATION WE COLLECT

For the purposes described in this privacy statement, we collect and maintain different types of personal information in respect of the individuals with whom we interact.

**Consumers.** To the extent permitted by law, we may collect information about consumers who are not our current customers so we can develop our products and services. Sometimes this information comes from publicly available sources (like a telephone directory and government registries).

When a consumer applies to be our customer, we collect the information given during the application process (such as the consumer's name, address, telephone number and date of birth). To the extent permitted by law, we may also use publicly available information for verification purposes when making credit decisions on an application. This can include, but is not limited to, financial and employment information obtained from business

directories and government registries.

**Customers.** Our operations include activities related to banking and financial services. As a result, we collect personal information relating to such activities, including: (i) contact and identification information, such as your name, address, telephone number, e-mail address and social insurance number; (ii) product and service-related information concerning the products and services that we provide to you; and (iii) credit and financial information such as your direct deposit and banking information. We collect your personal information for the purposes

From time to time, we may utilize the services of third parties and may also receive personal information collected by those third parties in the course of the performance of their services for us or otherwise. Where this is the case, we will take reasonable steps to ensure that such third parties have represented to us that they have the right to disclose your personal information to us.

**Communication.** When you have a telephone conversation with one of our representatives, your call may be recorded for quality, training and record retention purposes.

If you choose to contact us, we may retain your email address, the content of your communication and our response for quality, training and record retention purposes.

**Website visits.** When you, as a consumer or our customer, visit our website or use our mobile application, we may collect certain information, including your Internet Protocol ("IP") address and operating system, the date and time of your visit and information about the pages you visit while on our website. We may use electronic technologies such as cookies to help us understand what parts of our products and services you find most useful. Cookies are small computer files that a website's server places on your computer to collect information on your behaviour, such as websites that were viewed and advertisements that were clicked on, as well as preferential information such as language choices and auto-fill fields. You can reject cookies, but the functionality of the website may be impaired and the efficiency of your web visit may be impacted.



## REFRESH SECURED CREDIT CARD CARDHOLDER AGREEMENT

### USE OF INFORMATION

We collect and use personal information to enable us to manage, maintain, and develop our operations, including, for example:

- 1) to establish, maintain and manage our relationship with you so that we may provide you with the products and services that have been requested;
- 2) to open, maintain, service, process, analyze, survey, audit and collect on your account;
- 3) to verify your identity and credit worthiness;
- 4) to be able to review the products and services that we provide to you so that we may understand your requirements for our products and services and so that we may work to improve our products and services;
- 5) to help us verify the effectiveness of our products and services;
- 6) to better tailor our services to your needs and interests;
- 7) to share application and transaction information with consumer reporting agencies and other parties who have financial, employment or business dealings with you;
- 8) to be able to comply with your requests (for example, if you prefer to be contacted at a business or residential telephone number and advise us of your preference, we will use this information to contact you at that number);
- 9) to enable us to undertake our security activities, including incident planning, response and investigation;
- 10) to protect us against error, fraud, theft, unauthorized access and damage to our goods and property;
- 11) to protect you against theft, fraud and unauthorized access to your account;
- 12) to determine your eligibility, administer and contact you for the purposes of marketing, promotions, rewards programs, research or contests;
- 13) to enable us to comply with applicable laws or regulatory processes (for

example, we may collect personal information to satisfy the obligations imposed on us by our various regulators);

- 14) for the purposes described elsewhere in this privacy statement; and
- 15) for any other reasonable purpose to which you consent.

We may collect and use your personal information without your knowledge or consent where we are permitted or required by applicable law or regulatory requirements to do so.

**Online advertising.** Our online practices apply to anyone who visits our website or other electronic application on their computer or mobile device. You may see advertisements for our products and services on our own website, as well as on third-party websites. These ads may be tailored to your specific preferences based on information we, or our marketing service providers, have collected through cookies and other monitoring technologies described in Website visits above. You can opt out of online tracking by adjusting your browser settings to reject cookies, though rejecting cookies may impact your online experience.

We may also partner with third parties, including platforms and websites you may use, who may deliver advertisements to you and monitor your preferences. Our partners may use the information you have provided to them, such as your location or personal preferences and interests, to deliver our ads to you. Our third-party partners are subject to their own privacy policies; however, they are held to Refresh's rigorous privacy and security standards, which include compliance with all applicable privacy laws.

**Contacting you.** Refresh and any assignees may contact you using the contact information you have provided (including mail, phone, email) to respond to your questions, notify you of products or services you may be interested in or update you on functional changes to our website or to our products and services. If you have opted out of receiving marketing messages through a particular channel, we may still be required to contact you for legal reasons (for example, to send you disclosures) or business needs (for example,



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to alert you if there has been fraud on your account).

If we contact you by email using the email address you provided, we will not include sensitive information, such as your full 16-digit account number, date of birth or Social Insurance Number (if provided), for your security.

### SHARING OF INFORMATION

We may share your personal information with our employees, contractors, consultants, affiliates and other parties who require such information to assist us with managing our relationship with you, including third parties that provide services to us or on our behalf.

Our third party service providers may provide certain services (e.g. information technology and data processing services) to us from time to time so that we may operate our business, and as result, your personal information may be collected, used, processed, stored or disclosed in various Provinces of Canada, the United States of America or other jurisdictions. As such, your personal information may potentially be accessible to law enforcement and national security authorities of those jurisdictions.

Finally, your personal information may be disclosed:

- 1) as permitted or required by applicable law or regulatory requirements;
- 2) to comply with valid legal processes such as search warrants, subpoenas or court orders;
- 3) as part of our regular reporting activities to its affiliates;
- 4) to protect the rights and property of Refresh;
- 5) during emergency situations or where necessary to protect the safety of a person or group of persons; and
- 6) with your consent.

Without limiting the generality of the foregoing, the following is intended with a few additional details regarding some of the third parties to whom we may disclose your personal information.

### Service vendors and credit reporting agencies.

We may share information with our service vendors (statement printing), service providers (such as DirectCash Bank or other Card Processing Service Providers) and credit reporting agencies (such as TransUnion and Equifax) for the purposes of operating the Secured Credit Card Program and performing our obligations under this Agreement, including as set out above under the heading "Use of Information".

**Assignees.** We may, at any time, grant a security interest, sell, transfer or assign any or all of our assets or company, including our interests, rights or obligations with respect to your account with us. If we do so, we may share information concerning you and any authorized users (as set out below) with prospective purchasers, transferees, assignees or creditors, provided that such party is bound by appropriate agreements or obligations and required to use or disclose your personal information in a manner consistent with the use and disclosure provisions of this privacy statement, unless you consent otherwise.

**Other third parties.** We may share with selected business partners certain personal information we collect about our customers, former customers and withdrawn or declined applicants, such as name, street address, email address and telephone number, for the purpose of determining the eligibility of customers and consumers for valuable products and services (such as credit balance insurance and credit report monitoring) offered by us or our business partners. We may share customer information with other parties who have financial, employment or business dealings with you. If you give us your Social Insurance Number, we may use it to identify you with credit reporting agencies and other parties, and we may keep it along with other information about you in our records, even after your account is closed, to use for the purposes stated above.

### AUTHORIZED USERS

Authorized user means an individual who, according to our records, was identified as such as part of the credit application or an individual who was subsequently added as an authorized user on the account. We and our service vendors (whether engaged by us or any of our assignees, or on





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behalf of us or any of our assignees) may collect, use and disclose personal information of authorized users such as name and details of their transactions: (i) to open, maintain, service, process, analyze, audit and collect on the account (notwithstanding that authorized users will not be held liable for the account); (ii) to protect the account from identity theft, fraud and unauthorized access; and (iii) for any purpose required or otherwise permitted by law. All information on file for authorized users may be disclosed to you, the primary account holder for verification purposes.

### **YOUR CONSENT**

It is important to us that we collect, use or disclose your personal information where we have your consent to do so. Depending on the sensitivity of the personal information, your consent may be implied, deemed (using an opt-out mechanism) or express. Express consent can be given orally, electronically or in writing. Implied consent is consent that can reasonably be inferred from your action or inaction.

For example, when you enter into an agreement with us, we will assume your consent to the collection, use and disclosure of your personal information for purposes related to the performance of that agreement and for any other purposes identified to you at the relevant time.

Typically, we will seek your consent at the time that we collect your personal information. In certain circumstances, your consent may be obtained after collection but prior to our use or disclosure of your personal information. If we plan to use or disclose your personal information for a purpose not previously identified (either in this privacy statement or separately), we will endeavor to advise you of that purpose before such use or disclosure.

We may collect, use or disclose your personal information without your knowledge or consent where we are permitted or required to do so by applicable law or regulatory requirements.

You may change or withdraw your consent at any time, subject to legal or contractual obligations and reasonable notice, by contacting our Privacy Office using the contact information set out above.

All communications with respect to such withdrawal or variation of consent should be in writing and addressed to our Privacy Office.

We assume that, unless you advise us otherwise, you have consented to the collection, use and disclosure of your personal information as explained in this privacy statement.



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### COMPLAINT RESOLUTION PROCESS

At Refresh, our top priority is our customers. There may be times when you want to resolve an issue related to your credit card Account with us. Here are the steps to get in touch with the right people to resolve your concerns.

#### CUSTOMER CARE

Without limiting any rights or remedies that you may have, our Customer care team is your first point of contact for customer service complaints or other concerns. Be sure you have your relevant information handy - for example, your Account number, important dates, names of staff you've talked with.

Call: 1-888-511-6407

Write:

Refresh Card Solutions Inc.  
P.O. Box 25151 Mission Park RPO  
Kelowna, BC. V1W 3Y7

#### OMBUDSMAN FOR BANKING SERVICES AND INVESTMENTS

If Refresh is unable to resolve the issue to your satisfaction, you can contact the Ombudsman for Banking Services and Investments (OBSI).

The OBSI is not directly affiliated with Refresh. It is an independent service for investigating and resolving complaints for participating financial institutions in Canada.

Call:

1-888-451-4519 (Toll Free)

1-416-287-2877

(Greater Toronto Area)

TTY Phone:

1-855-TTY-OBSI

(1-855-889-6274)

Email:

ombudsman@obsi.ca

Fax:

1-888-422-2865 (Toll Free)

1-416-225-4722

(Greater Toronto Area)

Write:

Ombudsman for Banking Services and  
Investments 401 Bay Street  
Suite 1505, P.O. Box 5 Toronto, ON M5H 2Y4

Website:

[www.obsi.ca](http://www.obsi.ca)

FINANCIAL CONSUMER AGENCY OF CANADA  
If your concerns are regarding our compliance with a federal consumer protection law, public commitment, or industry codes of conduct, you can contact the Financial Consumer Agency of Canada and they will help resolve your concern.

Call:

1-866-461-3222

Mail:

Financial Consumer Agency of Canada Enterprise  
Building  
6th Floor, 427 Laurier Avenue West  
Ottawa, ON  
K1R 1B9

Website:

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)