

# Canadian Western Bank (Business) Mastercard Cardholder Agreement

Effective: March 17, 2023

## TABLE OF CONTENTS

1. Definitions	2
2. How the Business Account Works	6
3. About the Card and Using the Business Account	7
4. Credit Limit	10
5. Monthly Statements	11
6. Payment Information	12
7. Interest and Grace Periods	13
8. Fees	14
9. Installment Pay	14
10. Other Special Payment Plan, Promotional Offers, Optional Services and Loyalty Programs	18
11. Lost, Stolen or Unauthorized Use of the Business Account	19
12. Renewal and Replacement Cards	20
13. Our Rights on Default	21
14. Closing The Business Account	22
15. Problems with a Merchant	22
16. How We Communicate with You and The Business	22
17. Contacting Us	23
18. Making and Resolving Complaints	23
19. Collection and Disclosure of Your Personal Information	24
20. Mobile and Contactless Payment	24
21. Foreign Currency Transactions	25
22. CWB Rewards	26
23. Additional Provisions	27

This document is your Cardholder Agreement with both Canadian Western Bank (“CWB”), and Brim Financial Inc. (“Brim”), any references to, “we”, “our” or “us” refers to both CWB and Brim unless expressly stated otherwise. It sets out the terms and conditions that apply to the Business Account, governs all Cards associated with the Business Account and applies to all Cardholders. All Cards are issued by Brim pursuant to a license by Mastercard under a program that is managed by CWB. In its role as Card issuer, Brim may collect, use, disclose and otherwise handle your personal information in accordance with this Cardholder Agreement and the Brim Privacy Policy. Brim may also provide you with communications and notices related to the Business Account and this Cardholder Agreement. The promises made and consents given by the Business in the application for each Card continue to apply. The defined terms used in this Cardholder Agreement are found in the “DEFINITIONS” section below. This Cardholder Agreement replaces any previous Cardholder agreement provided by us in connection with the Business Account and contains important and useful information that you must read and understand.

Subject to applicable law, if you activate or use your Card, sign your Card, have a Total Balance on your Card, access the Business Account in any manner or a payment is made on the Business Account, it means that you agree to and accept the terms and conditions contained in this Cardholder Agreement. Please keep this Cardholder Agreement in a secure place for future reference.

## Terms and Conditions

### 1. DEFINITIONS

In this Cardholder Agreement, the words listed below have the following meaning:

“**ABM**” means an automated bank machine.

“**Account Documentation**” means any one or more documents evidencing your Agreement, including electronic or technology-based documents.

“**Additional Cardholder**” or “**Additional Cardmember**” means a person who has been issued a Card under the Business Account with the authorization and at the request of the Business, including any Authorized Signatory.

“**Additional Cardholder Spending Limit**” means a monthly spending limit set by the Business for an Additional Cardholder, which may include a cash limit specific to that Additional Cardholder.

“**Agreement**” means collectively all agreements between the Business and CWB relating to the Business Account and any Card issued under the Business Account,

including the Business application for a Card, this Cardholder Agreement, the monthly statements, the CWB Privacy Statement, the Brim Privacy Policy, the terms and conditions relating to any Mobile Payments Service provided or developed by us, the terms and conditions relating to any other optional service, loyalty or rewards program, special payment plan or promotional offer provided or developed by us from time to time together with all amendments, modifications, supplements, and replacements to any of the foregoing from time to time in accordance with the terms of the Agreement and applicable law.

“**Authorized Signatory**” means each individual (if any) who is identified as an authorized signatory of the Business, on the application for the Business Account or otherwise.

“**Available Credit**” means the Credit Limit less the Balance and the aggregate amount of any authorized Transactions.

“**Balance**” means the total amount of all Transactions, interest, fees and any other amounts charged to the Business Account under the Agreement (including the current monthly installment due under any Installment Plan), less any payments or credits that have been posted to the Business Account (other than any credits applied to the principal balance under an Installment Plan in accordance with Section 9.g. (Returns)). For greater certainty, Balance does not include any amount under an Installment Plan other than the current installment due thereunder.

“**Balance Transfer**” means a cash advance transaction that allows a Cardholder to borrow money from the Business Account to pay all or part of an outstanding balance owed on another credit card (other than a credit card issued by us or one of our affiliates) and thereby transferring the balance owing on that other credit card to the Business Account.

“**Brim Privacy Policy**” means the Brim Privacy Policy, a current version of which can be obtained at [brimfinancial.com](http://brimfinancial.com), as amended, modified, supplemented or replaced from time to time.

“**Business**” means: (i) the entity that applied for the opening of the Business Account and the issuance of Cards, (ii) the entity in whose name the Business Account has been opened, and (iii) the entity that, together with each Authorized Signatory, is liable, on a joint and several basis, for all amounts owing on the Business Account under the Agreement. The Business may be a sole proprietor, corporation, partnership, not-for-profit corporation or other type of entity, as permitted by CWB from time to time.

“**Business Account**” means the credit card account

we open and maintain for the Cards in the name of the Business.

“**Card**” means any CWB credit card or other account access device issued by Brim to a Cardholder under the Business Account, which can be used to incur charges on the Business Account, including any renewal or replacement of such CWB credit card or device that is issued by Brim from time to time under this Cardholder Agreement.

“**Cardholder**” or “**Cardmember**” means any individual Brim issues a Card to under this Cardholder Agreement, including any Additional Cardholder.

“**Cardholder Agreement**” or “**Cardmember Agreement**” means this Canadian Western Bank (Business) Mastercard Cardholder Agreement, as amended, modified, supplemented or replaced from time to time in accordance with this Cardholder Agreement and applicable law.

“**Cash Advance**” includes the following: (i) a cash advance obtained from an ABM or a financial institution that accepts your Card; (ii) use of your Card or the Business Account for Cash-Like Transactions, Balance Transfers; and (iii) any other Transaction where you withdraw cash from the Business Account.

“**Cash-Like Transaction**” means a Transaction involving the purchase of items that are directly convertible into cash or are similar to cash. Cash-Like Transactions include wire transfers, travellers cheques, money orders and gaming transactions, including betting, off-track betting, race track wagers, lottery tickets and casino gaming chips.

“**Credentials**” means information stored on your mobile device that is used by a Mobile Payments Service to identify you and the Business Account.

“**Credit Limit**” means the maximum amount up to which credit is extended under the Business Account and that is the maximum amount that is shared among all Cardholders collectively and available for Cardholders to charge Transactions and cover interest and fees.

“**CWB Privacy Statement**” means the Canadian Western Bank Privacy Statement, a current version of which can be obtained at <https://www.cwbank.com/en/about-us/privacy>, as amended, modified, supplemented or replaced from time to time.

“**Disclosure Statement**” means the document provided to you when your Account was opened and any additional information provided to you with your new or replacement Cards, each as amended, modified, supplemented or replaced from time to time in accordance with this Cardholder Agreement

and applicable law. The document sets out the annual interest rates, fees and other information regarding your Account and forms part of this Cardholder Agreement.

“**Installment Pay**” means the installment pay program described in Section 9 of this Cardholder Agreement.

“**Installment Plan**” means an equal installment plan for a qualifying Purchase established in accordance with Section 9 of this Cardholder Agreement.

“**Insurance Certificates**” means certificates of insurance relating to insurance products embedded on the Card made available to Cardholders that are underwritten by the insurance providers named therein. However, you are not under any obligation to purchase any insurance product where coverage is subject to the payment of a fee.

“**Mobile Payments Service**” means Apple Pay, Samsung Pay, Google Pay or any other mobile payments service, digital wallet mobile device application or electronic application used to make Transactions with your mobile device.

“**PAPs**” means a pre-authorized payment charged to the Business Account, including pre-authorized payments charged to the Business Account by any Cardholder and those charged to the Business Account after this Cardholder Agreement ends or a Cardholder’s Card has been cancelled or expires, unless written notice to cancel the pre-authorized payment has been received by the merchant before the pre-authorized payment has been charged to the Business Account.

“**Payment Due Date**” means the date appearing on each monthly statement when at least the Total Minimum Payment is due to be paid on the Business Account.

“**Personal Information**” means any identifiable information about a Cardholder in our possession or control.

“**PIN**” means a personal identification number, unique number or password which is provided by us or selected by the Cardholder and which is used in connection with a Card to authenticate a Cardholder, including when a Card is used at ABMs, merchant terminals or other devices which require a PIN.

“**Purchase**” means a Transaction that is not a Cash Advance.

“**Total Balance**” means the total amount of the Balance and includes any principal amount owing under any Installment Plan.

“**Total Minimum Payment**” means the amount shown on each monthly statement that is required to be paid by the Payment Due Date.

“**Transaction**” means any use of a Card, Card number or the Business Account by a Cardholder to purchase goods or services or make other charges to the Business Account (including all Purchases made online or using a Mobile Payments Service and Cash Advances) and includes unpaid interest and fees, but excluding any Installment Plan.

“**Website**” means any or all of Brim or CWB’s website or any mobile application, which may be in use.

“**Welcome Package**” means the electronic or physical package that the Business receives with the first Card that is issued to them which includes a welcome letter.

“**you**” or “**your**” means the Business and each Cardholder, as applicable. If there is more than one Cardholder, “you” and “your” refer to each one of you.

Any words importing the singular only shall include the plural and vice versa. All other capitalized terms used in the Agreement and not defined above are defined elsewhere in this Cardholder Agreement.

## **2. HOW THE BUSINESS ACCOUNT WORKS**

### **a. Business Account Opening and Card Issuance.**

Subject to the terms of the Agreement, Brim will open the Business Account in the name of the Business and will issue a Card to anyone the Business requested in the Business application process and to anyone else Brim is instructed by the Business to issue a Card to from time to time. If the Business Account is in good standing, unless instructed otherwise by the Business, Brim will issue renewal and replacement Cards to all Cardholders from time to time.

- b. Responsibility for the Debt.** We will lend money to the Business through the Business Account which is the account where the money comes from when a Cardholder makes a Purchase, requests a Cash Advance, or otherwise uses the Business Account. By requesting the Business Account and directing Brim to issue a Card to any person and use the Business Account, the Business is authorizing that Cardholder to incur charges and expenses on behalf of the Business for which the Business and each Authorized Signatory will be jointly and severally liable for in accordance with the terms of this Cardholder Agreement.

When a Cardholder activates the Card issued in their name or otherwise uses the Business Account in any other way, the Cardholder agrees to be bound by this Cardholder Agreement, except that Cardholders will not be responsible for payment of any amounts owing on the Business Account for which the Business shall be solely liable to repay in full.

- c. **Authority and Instructions.** At our sole discretion, we may take instructions from the Business or any Authorized Signatory without the approval of the other and each of the Business and each Authorized Signatory confirms that they are the designated agent for the other(s) without further authorization. If there is more than one Authorized Signatory, we'll consider each Authorized Signatory as having the authority to act for each other Authorized Signatory. This means that we can take instructions from any one Authorized Signatory without dealing with the others, including to authorize the issuance of Cards to Additional Cardholders and to increase or decrease the Credit Limit. However, one Authorized Signatory cannot limit the authority of another Authorized Signatory. For example, one Authorized Signatory cannot instruct us not to issue a Card to, or not to take instructions from, another Authorized Signatory.

An Authorized Signatory may designate an individual business administrator to have access to Business Account information and give us instructions regarding the Business Account. An Authorized Signatory may change the business administrator from time to time by notifying us in writing.

### **3. ABOUT THE CARD AND USING THE BUSINESS ACCOUNT**

- a. **Transactions:** Your Card and the Business Account number may be used for Purchases that you conduct in person, on the internet, over the phone, by mail order or other electronic means, including contactless Transactions and Mobile Payments Services, and where available, to obtain Cash Advances, wherever your Card is accepted, provided we permit you to do so and you comply with this Cardholder Agreement. Each Cardholder agrees to use their Card and the Business Account only for lawful purposes and in a lawful manner for commercial or business purposes, and only as permitted under this Cardholder Agreement.
- b. **Prohibited Use of your Card:** You must not use your Card or the Business Account number for any internet gambling transaction or illegal or unlawful purpose, including any Transaction prohibited by the applicable laws of the jurisdiction where you reside or of any other jurisdiction where a Card is used or where the goods or services are provided. You agree not to use your Card before the valid from date or after the expiry date indicated on the Card. If any amounts are charged on a Card before the valid from date or after the expiry date, the Business is liable for and must repay us those amounts. We reserve the right to block, stop or prevent your Card or the

Business Account from being used for certain types of Transactions as determined by us without advance notice to you.

- c. **Repayment Obligations:** Any Transaction made by any Cardholder using a Card or the Business Account number is an extension of credit to the Business for the amount of the Transaction, even if a Cardholder authorizes the Business Account to be charged without presenting the Card to a merchant or without signing a sales draft, including by telephone, mail, the internet or any other electronic means, including contactless Transactions and Mobile Payments Services (the legal effect is the same as if the Card had been presented and the sales slip was signed or a PIN or password entered). The Business and each Authorized Signatory is jointly and severally liable for and promises to repay the entire Total Balance and any other amount owing under the Agreement, including any amounts charged to the Business Account by any Additional Cardholder, even if the Card or the Business Account is used or is allowed to be used in a manner that is not in compliance with this Cardholder Agreement, or which exceeds the Credit Limit. The Business and each Authorized Signatory is jointly and severally responsible for ensuring that all Additional Cardholders comply with the terms and conditions of the Agreement.
- d. **Unauthorized Use:** You agree that each Card will be used only by the Cardholder whose name appears on the Card and that the Business Account number will only be used by Cardholders. In the event that a Cardholder lends or allows a person to use their Card or the Business Account number, the Business and each Authorized Signatory will be jointly and severally liable for any amounts charged to the Card or the Business Account by that person, even if that person was a minor or regardless of whether or not the Cardholder intended to limit the authorization granted to that person's use of the Card or the Business Account to a particular use, amount or time.
- e. **Card Signing and Ownership:** All Cards are and shall at all times remain the property of Brim. You will sign your Card immediately when you receive it, and you may be required to activate your Card before it can be used. Cardholders can use the Card issued to them so long as they always follow the terms of the Agreement, including that no Card, the Business Account or the Agreement can be assigned to any other person. All Cards must be immediately returned to Brim upon request. Brim may request the return of and replacement of a Card at any time.
- f. **Adding or Removing Additional Cardholders:**



The Business and each Authorized Signatory may, without advance notice to any Additional Cardholder, request the addition or removal of any Additional Cardholders from the Business Account from time to time by contacting us or by using the Website. An Additional Cardholder's Card number (or the number on the renewed or replaced Card) may be different from Card numbers for other Cards issued on the Business Account, but all such Card numbers are part of the same Business Account. We must approve each Cardholder, and we may limit the number of Additional Cardholders on a Business Account. In addition, Cards will not be issued by Brim under this Cardholder Agreement to persons who reside in the Province of Quebec or outside of Canada. Where the Business or any Authorized Signatory supplies personal information of a Cardholder to us for the purposes of the Business Account, the Business and each Authorized Signatory acknowledge that the prior consent of that Cardholder will be obtained for the collection, use and disclosure of that information.

- g. **Recurring Transactions:** The Business and each Authorized Signatory is jointly and severally liable for all PAPs charged to the Business Account. If you have arranged for any PAPs to be charged to a Card, you are responsible for providing a merchant with adequate, correct and up-to-date information, including advising a merchant if your Card number or expiry date changes. We are not liable if any PAPs cannot be posted to the Business Account. You must settle any dispute you may have in connection with a PAP directly with the merchant who charged the Business Account. If you want to cancel a PAP, you must contact the merchant in writing to advise them that you will be terminating the PAP and you must ask the Business to check the statement after the merchant has received your notice to ensure that the PAP has been cancelled.
- h. **Personal Identification Number (PIN):** You will be required to set up a PIN or change the PIN provided by us upon activation of your new Card. When setting up or changing your PIN, you must not select a PIN: (i) that is easily identifiable, such as a birth date, a phone number or a PIN that you use for any other accounts you may have; (ii) which can be easily obtained or guessed by someone else; (iii) that is the same as or contains any part of any number on an identification card that is kept close to your Card; or (iv) a PIN that does not comply with any other instructions provided by us for setting or changing your PIN.

You must: (i) keep your PIN absolutely confidential and maintain the secrecy of your PIN or any other

password for the Business Account (which includes passwords or access codes used to access the Business Account online or to complete internet or other electronic transactions); (ii) take all reasonable precautions to ensure no one finds out your PIN, including while you key-in your PIN at an ABM or at a merchant with a chip-enabled terminal; and (iii) not write any PIN or password on your Card or on statements for your Business Account. You must not share your PIN or any other password for the Business Account with anyone.

- i. **Mobile Payments Services:** Additional terms and conditions will apply to you if you elect to use a Mobile Payments Service. To use any Mobile Payments Service provided or developed by us that may be offered from time to time, a Cardholder must agree in advance to the terms and conditions of use applicable to such Mobile Payments Service. You will be provided a copy of such terms and conditions and asked whether you agree with such terms and conditions at the time that you first log on to use such service. Such Mobile Payments Service terms and conditions, as amended from time to time, form an integral part of the Agreement.
- j. **Credentials:** If you have enabled a Mobile Payments Service on your mobile device, you must verify that all Credentials are erased from your mobile device or SIM card (i) before you sell or otherwise dispose of your mobile device or SIM card or (ii) immediately after your mobile device or SIM card is lost or stolen.

#### **4. CREDIT LIMIT**

The initial Credit Limit appears in the letter included in the Welcome Package provided to the Business. The monthly statement will indicate the current Credit Limit for the Business Account as well as the Available Credit as of the date of the monthly statement. We may decrease the Credit Limit at any time and will not increase the Credit Limit without obtaining the express consent of the Business. Approvals of Credit Limit increases are at our sole discretion. We will set one Credit Limit for the Business Account which represents the total Credit Limit that is shared among all Cards issued on the Business Account. We may set a separate cash advance limit for cash related activities on the Business Account (such as Cash Advances and Balance Transfers). The cash advance limit is not additional credit beyond the Credit Limit but is a specific limit for cash related activities and interest on these items. You may also have a daily limit for Cash Advances that may be withdrawn from the Business Account. These limits may be adjusted from time to time by us without notice to you.

Cards must not be used in a manner which would cause

the Balance of the Business Account to exceed, at any time, the authorized Credit Limit of the Business Account in effect at such time, unless we approve the particular Transaction. We may from time to time, at our discretion, authorize Transactions that cause the Balance to exceed the Credit Limit. However, you understand that while we may authorize any Transactions that cause the Balance to exceed the Credit Limit, we are not required to do so even if we have done so in the past. Although we are not required to, if we have permitted you to exceed the authorized Credit Limit of the Business Account, the Business and each Authorized Signatory will be jointly and severally liable to pay the amount that exceeds the Credit Limit, on demand, and any over limit fee that we may charge. The Business and each Authorized Signatory remain jointly and severally liable for all amounts owing on the Business Account, whether or not it exceeds the Credit Limit.

The Business or any Authorized Signatory may contact us or use the Website to set an Additional Cardholder Spending Limit for any Additional Cardholder on the Business Account, which the Business or any Authorized Signatory may adjust or remove at any time. The Additional Cardholder Spending Limit(s) will be subject to the overall Credit Limit and cash advance limit on the Business Account, so the funds available to an Additional Cardholder may be less than the Additional Cardholder Spending Limit. The Business and each Authorized Signatory will continue to be fully liable, on a joint and several basis, for the Business Account.

Merchants may require that certain Purchases be pre-authorized. In such cases the Available Credit will decrease by the pre-authorized amount, regardless of whether you receive goods or services at that time.

## **5. MONTHLY STATEMENTS**

The Business must ensure that a monthly statement is received each month and must review it. If there is an error or irregularity (including any fraudulent or unauthorized Transactions) with any Transaction, fee or charge on the monthly statement, the Business must contact us within 30 days of the last day of the statement period shown on the monthly statement. If the Business fails to contact us within 30 days, the monthly statement and our records will be considered to be final and the Business may not afterwards make any claim against us regarding these items on the Business Account. Unless otherwise required by law, a monthly statement will not be provided if there has been no activity on the Account during the last billing period or if there is no outstanding Balance owing or if there is a credit balance. We reserve the right at any time to remove from the Business Account any credits which have been posted in error.

## 6. PAYMENT INFORMATION

- a. **Total Minimum Payments:** We must receive at least the Total Minimum Payment by the Payment Due Date. The method of calculating the Total Minimum Payment is set out in the Disclosure Statement. We may decide to reduce or waive the Total Minimum Payment for a particular statement period, but if we do so, interest will still accrue on the unpaid Balance and such interest and any applicable unpaid Installment Pay fees and monthly processing fees will be added to the Balance on the next monthly statement. A credit to the Business Account, for example, as a result of a return of goods to a merchant, does not constitute a payment to the Business Account and does not satisfy the requirement to pay the Total Minimum Payment.
- b. **Making Payments:** The Business is responsible for ensuring that we receive payments by the Payment Due Date. The payment can be made at any time and payments can be made through a financial institution in Canada, by the internet or other electronic means using the CWB Website, or by any other method of which we notify you. Payment can take several days to reach us. Please choose a payment method that results in the payment being received and processed by the Payment Due Date. A payment to the Business Account will only be credited to the Business Account and adjust the Available Credit once we have received, processed and cleared it and does not immediately adjust the Available Credit.

If the Payment Due Date falls on a Saturday, Sunday or a statutory holiday, the Payment Due Date will be automatically extended to the next business day that is not a Saturday, Sunday or statutory holiday. We will consider the payment made on such next business day as having been made on time. To determine whether the Payment Due Date falls on a statutory holiday, we will look at the mailing address for the Business that we have on file at the time of the monthly statement.

- c. **How We Apply Payments:** Payments received are first applied towards the Total Minimum Payment in the following order: (i) first, to any interest charges that appear on the monthly statement; (ii) second, to any fees that appear on the monthly statement; (iii) third, to any monthly installment due under any Installment Plan that appears on the monthly statement; (iv) fourth, to any Transactions that appear on the monthly statement, including any amount that exceeds the Credit Limit or any past due amounts; and (v) fifth, to any fees and other Transactions that do not yet appear on the monthly statement but are posted to the Business Account.

If any of the above items (i) to (v) are charged at different interest rates, the payment will be applied to those amounts with the higher interest rate(s) first before those amounts with the lower interest rate(s). However, if the Total Minimum Payment is paid in full each month, the monthly installment due under any Installment Plan that appears on the monthly statement will always be paid in full.

Payments received by us that exceed the amount of the Balance on the monthly statement will be applied in the following order: (i) first, to Transactions that have not yet appeared on the monthly statement but that are posted to the Business Account, using the same payment allocation described above in this section, and are applied in the order in which the Transactions are posted to the Business Account, and (ii) second, to the principal balance of any Installment Plan that appears on the monthly statement (regardless of whether or not such principal balance is then due). If the payment results in an Installment Plan being paid earlier than the original period, then the Installment Plan will end and the Business will no longer be charged a monthly processing fee.

If there is more than one Installment Plan, any excess amount will be applied to the Installment Plan that ends first.

We may accept late payments, partial payments and payments marked “paid in full” or with similar wording without losing any rights we have by law or under this Cardholder Agreement.

- d. **Credit Balances:** We do not pay interest on any credit balances. The Business and each Authorized Signatory acknowledge that credit balances to the Business Account are not deposits and are therefore not insured under the Canada Deposit Insurance Corporation Act and they are also not insured by any other government deposit insurer or agency.

## 7. INTEREST AND GRACE PERIODS

- a. **Interest Rates:** Interest is charged at the applicable annual rates and in the manner specified in the Disclosure Statement. The applicable annual rates are subject to change from time to time, with notice to you in accordance with this Cardholder Agreement and applicable law. The current applicable annual rates will also be set out on the monthly statement.
- b. **Interest on Purchases:** Interest accrues on each Purchase from the date of the transaction giving rise to the particular Purchase which may be earlier than the date that the Purchase is posted to the Business Account. Interest on the particular Purchase will not apply if we receive payment in full of the Balance every month by the Payment Due Date. If we do not

receive payment in full of the Balance on the current monthly statement by the Payment Due Date, interest on any Purchase will apply from the transaction date that appears on the monthly statement until the date we receive payment that covers the full amount of such Purchase.

- c. **Interest on Cash Advances:** There is no interest-free grace period for Cash Advances. Interest accrues on each Cash Advance from the date of the Cash Advance until the amount of the Cash Advance is paid in full.
- d. **How we calculate interest:** Interest on Transactions and any other charges that make up the Balance (other than fees) is calculated using the “average daily balance method”. At the end of each billing period, we calculate interest for each category of interest-bearing Transactions and any other charges that makes up the Balance and that is subject to interest at a different annual rate. For each category, we determine:
  - (a) the “daily interest rate” for that category for the billing period; and
  - (b) the “average daily balance” of all Transactions and other charges in that category for the billing period. We then multiply the daily interest rate for a particular category by the average daily balance for that category, and then by the number of days in the period, and we add this amount to the Balance for each category.

We determine the “average daily balance” for a particular category by adding together the Balance for that category for each day during the billing period (treating any net credit balance as a zero balance) and dividing that sum by the number of days in the billing period. We determine the “daily interest rate” by dividing the applicable annual interest rate for that category by 365 (in a regular year) or 366 (in a leap year).

## 8. FEES

The Business and each Authorized Signatory will be jointly and severally liable to pay all fees and charges that apply to the Business Account. We will notify the Business, in accordance with Section 23.b (Changes to Cardholder Agreement) and applicable law, if we make any changes to the fees and charges that apply to the Business Account.

## 9. INSTALLMENT PAY

- a. **Installment Pay.** From time to time, you may be eligible to participate in CWB’s installment pay program which will allow amounts owing for

qualifying Purchases made with your Card to be paid in equal and consecutive monthly installments, subject to the applicable terms and conditions set out in this Cardholder Agreement and the Disclosure Statement. If applicable, additional terms and conditions, including the terms and conditions relating to a particular promotional rate or other offer, will be provided to you separately. By participating in Installment Pay, you agree that such additional terms and conditions are deemed to form part of this Cardholder Agreement.

- b. **Participation.** Participation in Installment Pay is voluntary. If a Purchase is eligible for an Installment Plan, the applicable terms, including the interest rate, any fees and the repayment period will be presented to you at the time you convert the Purchase into an Installment Plan. For a Purchase to qualify, the Purchase must be posted to the Business Account, and it must otherwise meet any other limits for participation in Installment Pay that we may set from time to time and which will be communicated to you. For example, Purchases may be subject to specific dollar threshold amounts and/or only certain types of Purchases may be eligible for an Installment Plan. After a qualifying Purchase is made, you may participate via the Website or call center to use Installment Pay with respect to the Purchase, provided that the application is made within sixty (60) days from the date of the Purchase. At the time you convert the Purchase into an Installment Plan, you must choose a payment period from the options available for the type of Purchase, as presented to you.
- c. **Fees for Installment Plans.** Interest is not charged on qualifying Purchases as long as they continue to be part of an Installment Plan. Instead, we may charge a one-time fixed installment fee and/or a monthly processing fee that is a percentage of the Purchase amount per Installment Plan, as disclosed to you in the Disclosure Statement (“Processing Fee Percentage”).

**Rounding:** If the calculation of the fixed installment fee or monthly processing fee results in a fraction that is less than one cent, we will round up to the next cent from and including \$0.005 and round down if less than \$0.005.

- d. **Monthly Installment Amounts.** For any approved Installment Plan, the amount of the qualifying Purchase will be payable in equal and consecutive monthly installments. The total number of monthly installments will be based on the payment period that selected in accordance with Section 9.b. The amount of the qualifying Purchase posted to an

Installment Plan will be fully amortized over the selected period. The amount of such monthly installments will be calculated by us based on the amount of the qualifying Purchase, and the selected payment period. For each qualifying Purchase, we will calculate the amount owing to us each month as follows: the qualifying Purchase amount will be divided into equal payments (or almost equal payments if the amount does not divide equally) based on the payment period you selected. Finally, the monthly processing fee will be calculated by multiplying the Purchase amount by the Processing Fee Percentage and the resulting amount will be charged each month during the payment period. The one-time fixed installment fee and/or a monthly processing fee that applies to the qualifying Purchase will be added to the first monthly installment.

The first monthly installment will appear on the first monthly statement after we have approved your request to use Installment Pay for a qualifying Purchase. The remaining monthly installments will appear on subsequent monthly statements. The current monthly installment will be included as part of the Total Minimum Payment due on the Payment Due Date shown on the monthly statement.

- e. **Prepayment and Removal.** You can remove a qualifying Purchase from the Installment Plan by calling us at the phone number found in the “Contacting Us” Section of this Cardholder Agreement. Your Purchase will also be removed from the Installment Plan in case of late payments as described in Section 9.f below. See Section 6.c above on how we apply payments.

In case a qualifying Purchase is removed from an Installment Plan, such Installment Plan will end, and the remaining deferred amount and any interest will be payable in the following manner:

- i. If you cancel the Installment Plan within three months after you decided to participate in the Installment Plan and you do not have two consecutive missed payments, the fixed installment fee, if applied, will be fully refunded, all deferred amounts related to the qualifying Purchase will no longer be considered as deferred and will therefore be due and owing as if they were ordinary Purchases on the Business Account, and the Business will instead be charged interest on the qualifying Purchase at the then prevailing annual interest rate for Purchases for the remaining balance of such Purchase from the date of the removal of such Purchase from the Instalment Plan until it is repaid in full; and
- ii. If you cancel the Installment Plan after three months of your participation in the Installment Plan or if you



have two consecutive missed payments, the fixed installment fee, if applied, will not be refunded, all deferred amounts related to the qualifying Purchase will no longer be considered as deferred and will therefore be due and owing as if they were ordinary Purchases on the Business Account, and the Business will be charged interest at the then prevailing annual interest rate for Purchases for the remaining balance of that Purchase from the date of the removal of such Purchase from the Installment Plan until it is repaid in full.

- f. **Late Payments.** If we do not receive the Total Minimum Payment amount in full by the Payment Due Date, we will consider that a missed payment on account of a monthly installment. If one payment is missed, the monthly installment due amount will be added to the Balance and will be subject to interest charges at the rate then applicable for Purchases, in accordance with the Disclosure Statement. If two consecutive payments are missed, Installment Pay will be terminated and all deferred amounts (for all Purchases that are then participating in Installment Pay) will be added to the Balance and subject to interest charges at the rate then applicable for Purchases, in accordance with the Disclosure Statement from the date of termination. Purchases that are posted to the Business Account after a missed payment may not qualify for participation in Installment Pay.
- g. **Returns.** If you return a Purchase that was posted to Installment Pay, we will generally apply any credit received for the return to the Balance owing on the monthly statement. A return of an item will not automatically reduce any Installment Plan on the Business Account.
- h. **Additional Terms and Conditions:** We may, without notice, restrict (i) the total number of qualifying Purchases that are eligible for participation in Installment Pay, and (ii) the total dollar amount that can be outstanding using Installment Pay to a maximum percentage of the Credit Limit.

Whether or not a Purchase qualifies for the dollar threshold selected at enrollment will depend on the final Canadian dollar amount posted to the Business Account, or the final US dollar amount posted to the Business Account as it applies to the CWB USD Business Mastercard, as the case may be.

We reserve the right to not grant eligibility to use Installment Pay if the Business Account is not in good standing, if the Business Account does not qualify for additional credit or if we become aware of any adverse credit information or for any other reason at our sole discretion.

## 10. OTHER SPECIAL PAYMENT PLAN, PROMOTIONAL OFFERS, OPTIONAL SERVICES AND LOYALTY PROGRAMS

- a. **Special Payment Plan or Promotional Offers:** From time to time, you may be eligible for certain special payment plan or promotional offers, including, without limitation, (i) introductory interest rates, (ii) promotional fixed installment fees, (iii) seasonal promotions, (iv) merchant or spend promotions, and (v) same as cash programs. If you accept a special payment plan or promotional offer by taking the required steps, then you will be deemed to have accepted to be bound by and will be subject to the terms and conditions set out in the special payment plan or promotional offer. Except to the extent modified by the terms and conditions of the special payment plan or promotional offer, the terms and conditions contained in the Agreement continue to apply to any special payment plan or promotional offer. At the end of the special payment plan or promotional offer or if an Event of Default has occurred, all terms and conditions of the special payment plan or promotional offer will cease and all terms and conditions contained within this Cardholder Agreement will apply to any Transactions and any charges incurred under the special payment plan or promotional offer.
- b. **Balance Transfers:** We may allow a Balance Transfer at our discretion. If the Balance Transfer exceeds the Available Credit, it shall not be processed. We can limit the number and amount of a Balance Transfer or refuse to honour a request for any reason. You cannot instruct a stop payment on a Balance Transfer. A Balance Transfer is charged to the Business Account as a Cash Advance and is subject to interest, at the rate disclosed to you in the Disclosure Statement, from and including the date the transfer occurs. Any applicable charges and fees indicated in the Disclosure Statement will also apply. You can request a Balance Transfer by contacting us. If we approve the Balance Transfer, you will still be responsible for paying any amounts you owe to the creditor both before and after we add the Balance Transfer to the Business Account, so you should continue making any payment required by the creditor. We are not responsible for any charges, fees or costs that may be imposed by the creditor as a result of paying the transfer amount on your behalf, any delays with respect to paying the Balance Transfer, or for any other matters related to such other account with the creditor.
- c. **Optional Services:** From time to time, we may offer you optional services with your Card at additional cost to the Business and each Authorized Signatory.

Optional services will be subject to separate agreements and may be provided by third parties. Enrolling in optional services does not affect the terms of your then existing Cardholder Agreement. You acknowledge that optional services offered by any third party may be cancelled, modified or withdrawn by such third party in accordance with their terms. We are not liable for any optional services provided to you by a third party. Any dispute that you have with the third-party provider of the optional services does not affect your obligation to pay us the full amount of the Total Balance and any other amounts which have been charged to the Business Account, including interest and any fees, in accordance with this Cardholder Agreement.

- d. **Special Card Features.** We may make special services or benefits available to you including insurance coverage, and memberships. These services and benefits are features of the Card and will be described in additional information that is provided to you separately. Others must be enrolled in or purchased separately by you. Card services and benefits are subject to additional terms and conditions which may change from time to time and may be cancelled in accordance with their terms. Certain Card services and benefits may be supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the relevant third party regarding any dispute.
- e. **Loyalty Programs:** From time to time, we or a third party may offer a loyalty program with your Card that may be without any cost to you. Loyalty programs are subject to additional terms and conditions which may change from time to time and may be cancelled in accordance with their terms. We are not liable for any loyalty programs not provided by us. Any dispute that you have with the loyalty program provider does not affect the obligation to pay us the full amount of the Total Balance and any other amounts which have been charged to the Business Account, including interest and any fees, in accordance with the Agreement. You must deal directly with the third-party provider to settle any such disputes. By using your Card, you accept the terms and conditions of any loyalty program associated with your Card.

## **11. LOST, STOLEN OR UNAUTHORIZED USE OF THE BUSINESS ACCOUNT**

You must take reasonable care to safeguard your Card, PIN, and password against loss, theft or misuse. You must immediately lock your Card and notify us by telephone within 24 hours when you learn of the loss, theft or misuse of your Card, or mobile device if using

Mobile Payment Services, or if you suspect that someone else knows your PIN or password, or when you otherwise become aware that your Card is being misused. To lock your Card, go to the Dashboard screen or the My Cards screen on our Website and press the “lock card” button. To report unauthorized use of your Card or account, please call our Fraud department at 1-877-252-4288 (Canada and U.S.) or collect 1-647-252-4216 (if you are outside Canada and the U.S.).

You must not allow any person other than a Cardholder to use a Card or the Business Account. If this happens, the Business and each Authorized Signatory will be jointly and severally liable for all resulting transactions and any interest, fees and losses incurred, even if the other person was a minor or did not comply with any limitations you placed on their use of the Card or the Business Account.

If someone uses your Card without your authorization, you are not liable if:

- you did not contribute to the unauthorized use, and
- you used reasonable care to safeguard your Card and PIN, and
- you locked your Card and notified us by telephone within 24 hours after you learned of the loss, theft or misuse of your Card or device, or after you suspected that someone else knows your PIN or password.

If you do not meet these criteria, the Business and each Authorized Signatory will be jointly and severally liable for all charges incurred in connection with the unauthorized uses.

However, the Business and each Authorized Signatory will not be liable for any unauthorized Transactions or use that occurs after we are notified that your Card has been lost, stolen or used in an unauthorized manner. You agree to cooperate and help with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

We reserve the right to block the use of your Card without providing you with prior notice should we suspect unauthorized or fraudulent use of the Card.

If you request delivery by courier service or international delivery of a replacement Card, the Fast Card Fee as set out in the Disclosure Statement will apply.

## **12. RENEWAL AND REPLACEMENT CARDS**

You authorize us, without notice to you, to send any Cardholder on the Business Account, a renewal or replacement Card. Unless we receive prior instructions

from the Business or any Authorized Signatory to the contrary, we will issue renewal and replacement Cards to each Cardholder prior to the expiry date indicated on the Card last issued to the Cardholder.

### **13. OUR RIGHTS ON DEFAULT**

The Business Account will be considered to be in default under this Cardholder Agreement if: (i) the Total Minimum Payment is not paid by the Payment Due Date or there is otherwise a failure to make any payment when due under this Cardholder Agreement; (ii) you fail to comply with any terms or obligations contained in the Agreement or any other agreement the Business or any Authorized Signatory may have with CWB; (iii) the Business or any Authorized Signatory provides any misleading, incorrect, false or incomplete information in their application; or (iv) the Business or any Authorized Signatory becomes insolvent or bankrupt or insolvency proceedings are brought by or against the Business or any Authorized Signatory; (v) we are given notice of the Business' intention to cease to carry on business; (vi) there is, in our opinion, a material adverse change in the financial condition of the Business (each an "Event of Default").

To the extent permitted by applicable law, if an Event of Default occurs we may at our sole discretion: (i) declare that the Total Balance will become due and payable on demand from us together with interest on such Total Balance at the annual interest rate(s) payable on the Business Account at that time; (ii) terminate or restrict your rights and benefits under, and amend any terms of, the Agreement or the Business Account, including suspending your ability to make Transactions, refuse to advance any further funds or credit to you or provide services; (iii) terminate any Installment Plan and add all deferred amounts (for all Purchases that are then participating in Installment Pay) to the Balance and subject to interest charges calculated at the rate applicable to Purchases set forth in the Disclosure Statement; (iv) terminate any other special payment or promotional plan offers and convert any balance on such special payment or promotional plan based on the terms and conditions contained in the Agreement; (v) require that all Cards be destroyed or returned to us, at our discretion; (vi) deduct any amounts owed to us from any of the accounts the Business or any Authorized Signatory holds with us, including any joint accounts; and/or (vii) exercise all other rights and remedies that are available to us in law.

The Business and each Authorized Signatory is jointly and severally liable for and must pay all costs incurred by us or any of our agents in collecting or attempting to collect the Total Balance or any other amount under the Agreement which is owed to us, including legal

fees charged by external and internal legal counsel to the maximum extent permitted by applicable law. The Business and each Authorized Signatory will continue to be jointly and severally liable for all amounts charged to the Business Account before a Card is deactivated and for any PAP arrangements that are still charged to the Business Account.

#### **14. CLOSING THE BUSINESS ACCOUNT**

The Business may close the Business Account by contacting your CWB account manager or local CWB Banking Centre. We may terminate the Agreement, or close or suspend access to the Business Account or any Cards, or reduce the Credit Limit, immediately at any time without telling the Business or Cardholders in advance for any other reason at our sole discretion.

If the Agreement is terminated or the Business Account is closed or suspended, the Business and each Authorized Signatory will remain jointly and severally liable for all amounts owing on the Business Account, including any PAPs, fees and additional interest that may be posted to the Business Account and all amounts outstanding under any Installment Plan and you must stop using your Card. All pre-authorized payments arranged with any merchants must be cancelled. You will also cease to be entitled to any Card benefits. The terms and conditions contained within the Agreement will continue and termination of the Agreement will only take effect when we have received the full Total Balance and any other amount owed to us.

If a Card is cancelled or suspended for any reason, we shall not be liable for, and you release us from, any loss, costs, damages due to Card privileges being cancelled or suspended.

#### **15. PROBLEMS WITH A MERCHANT**

Any complaints or problems regarding any products or services you Purchase using the Business Account or any Card must be settled directly with the merchant unless otherwise required by applicable law. To avoid late interest charges and any penalties, please continue to make payments to the Business Account while you are resolving the problem with the merchant. Any dispute that you have with a merchant does not absolve the Business or any Authorized Signatory of its obligation to pay us the full amount that has been charged to the Business Account. In such circumstances, we may not refund any interest charged on Transactions for Purchases that were credited to the Business Account.

#### **16. HOW WE COMMUNICATE WITH YOU AND THE BUSINESS**

We will send Account Documentation to the Business or to any Authorized Signatory and we may not

send separate Account Documentation to each Cardholder. Any communication sent to the Business or to any Authorized Signatory will be deemed to be sufficient communication to all Cardholders. Account Documentation will be sent by ordinary mail to the address appearing in our records for you or, with your consent, will otherwise be made available to you on our Website or other electronic form. If we send Account Documentation to you and it is returned because of an invalid address or invalid e-mail address, we will not issue further Account Documentation or notices until we receive the correct address or email address and we may restrict the use of the Business Account.

In the case of a postal strike or other disruption affecting mail delivery, all payments must still be made when due under the Agreement and can be made by contacting us for updated Business Account information.

We are not responsible for the failure of the Business or a Cardholder to receive Account Documentation, if we send it to the address appearing in our records or post it on the Website or in another electronic form. The Business must immediately notify us of any changes in its address or email address and the address or e-mail address for any Cardholder.

We will determine a Business's location and a Cardholder's place of residence for all purposes based on the postal code we have on file at that time. We will not open the Business Account and Brim will not issue Cards to Businesses located, or to Cardholders residing, outside of Canada or in Quebec. If you move to Quebec or outside of Canada, you agree that we may suspend or cancel your Card and not permit you to make Transactions using the Business Account.

## **17. CONTACTING US**

For any questions about the Agreement or Business Account specific questions, please contact us at:

**Phone:** 1-877-252-4288 (or collect at 647-252-4216 if you are outside Canada and the U.S.)

**Email:** [support@CWBbusinesscreditcards.com](mailto:support@CWBbusinesscreditcards.com)

**Mail:** 4101 Yonge Street, Suite 506, Toronto, Ontario M2P 1N6 to the attention of Member Services.

For our mutual protection, we may record all telephone calls that relate to the Business Account.

## **18. MAKING AND RESOLVING COMPLAINTS**

If you have a complaint, please contact us using the following steps:

**Step 1:** Contact us by email at the address provided in Section 17 or by telephone at the numbers provided in Section 17.

**Step 2:** Contact your local Canadian Western Bank banking centre and discuss your concerns with your account manager.

Additional information can be found in CWB's complaint handling brochure which is available upon request at any of CWB's banking centres or offices and at [www.cwbankgroup.com](http://www.cwbankgroup.com).

## **19. COLLECTION AND DISCLOSURE OF YOUR PERSONAL INFORMATION**

By requesting or using CWB products and/or services, you acknowledge that CWB will collect, use and disclose your personal information in accordance with CWB's Privacy Statement, which we provide to you, and an up-to-date version of which can be obtained at [www.cwbank.com/en/about-us/privacy](http://www.cwbank.com/en/about-us/privacy).

If you are a Cardholder, you acknowledge that we may share your personal information with the Business and each Authorized Signatory for the purpose of administering the Business Account and tracking transactions.

Each Authorized Signatory acknowledges that we may disclose to a Cardholder who is not an Authorized Signatory information regarding the Business Account, including information about transactions made on the Business Account and the Credit Limit.

As previously stated, Brim is the issuer of the Card pursuant to license by Mastercard under a program that is managed by CWB. For this reason, Brim may collect, use disclose and otherwise handle personal information belonging to a Cardholder in its role as the issuer of your Card in accordance with this Cardholder Agreement and the Brim Privacy Policy. Brim may also provide you with communications and notices related to the Business Account and this Cardholder Agreement. Your activation or use of the Card is your agreement to such collection, use, disclosure and handling of your personal information by Brim.

## **20. MOBILE AND CONTACTLESS PAYMENT**

The Agreement applies to all types of Transactions on your Card or Business Account, including Transactions using Mobile Payments Services and contactless Transactions. We and/or Mastercard may from time to time establish a maximum dollar limit for a single contactless or mobile Transaction. Participating merchants may, in their discretion, establish maximum dollar limits from time to time for a single contactless or digital or mobile transaction. As a result, you may need to use your physical Card to complete a Transaction if you exceed these limits.



## 21. FOREIGN CURRENCY TRANSACTIONS

- a. CWB Business Mastercard, CWB Business Echelon Rewards Mastercard, CWB Business Echelon Rewards+ Mastercard

All Purchases and Cash Advances made in a currency other than Canadian dollars effected through the use of a Card (other than a CWB USD Business Mastercard) will be converted into Canadian dollars before they are recorded on the Business Account. The currency will be converted based upon the conversion rate set by Mastercard at the time the foreign transaction is presented for payment to Mastercard. In addition, a foreign currency conversion fee set by Brim from time to time will be added to the converted amount for both Purchases and Cash Advances. Additionally, for Cash Advances, Cash Advance fees will be charged to the Business Account and will be displayed separately on the monthly statement.

If we apply a credit to the Business Account for a Purchase made in a foreign currency, before it is recorded on the Business Account, it will be converted into Canadian dollars based upon the conversion rate set by Mastercard at the time the foreign transaction is presented to us for payment by Mastercard. In addition, a foreign currency conversion fee will be charged by us on the converted amount.

In either case, the conversion rate that is used when the Transaction is posted to the Business Account may be different than the conversion rate in effect on the date of the Transaction or credit. As a result, for a credit transaction made in respect of a prior related foreign transaction, the Canadian dollar amount that is credited to the Business Account may not be the same as the Canadian dollar amount that was originally posted to the Business Account. In addition, the conversion rate disclosed on the monthly statement on the date the Transaction is posted to the Business Account may not be the same as the conversion rate in effect on the date of the Purchase, Cash Advance or credit, as the case may be.

The rate (which shall include both the conversion rate and the foreign currency conversion fee) for each foreign currency transaction or credit converted into Canadian dollars and posted to the Business Account will be disclosed on the monthly statement for the period in which the foreign currency transaction was conducted.

- b. CWB USD Business Mastercard

Notwithstanding the foregoing, the following applies

to the CWB USD Business Mastercard:

All Purchases and Cash Advances made in a currency other than U.S. dollars (including Canadian dollar Purchases and Cash Advances) effected through the use of a CWB USD Business Mastercard will be converted into U.S. dollars before they are recorded on the Business Account. The currency will be converted based upon the conversion rate set by Mastercard at the time the foreign transaction is presented for payment to Mastercard. In addition, a foreign currency conversion fee set by Brim from time to time will be added to the converted amount for both Purchases and Cash Advances. Additionally, for Cash Advances, Cash Advance fees will be charged to the Business Account and will be displayed separately on the monthly statement.

If we apply a credit to the Business Account for a Purchase made in a foreign currency, before it is recorded on the Business Account, it will be converted into U.S. dollars based upon the conversion rate set by Mastercard at the time the foreign transaction is presented to us for payment by Mastercard. In addition, a foreign currency conversion fee will be charged by us on the converted amount.

In either case, the conversion rate that is used when the Transaction is posted to the Business Account may be different than the conversion rate in effect on the date of the Transaction or credit. As a result, for a credit transaction made in respect of a prior related foreign transaction, the U.S. dollar amount that is credited to the Business Account may not be the same as the U.S. dollar amount that was originally posted to the Business Account. In addition, the conversion rate disclosed on the monthly statement on the date the Transaction is posted to the Business Account may not be the same as the conversion rate in effect on the date of the Purchase, Cash Advance or credit, as the case may be.

The rate (which shall include both the conversion rate and the foreign currency conversion fee) for each foreign currency transaction or credit converted into U.S. dollars and posted to the Business Account will be disclosed on the monthly statement for the period in which the foreign currency transaction was conducted.

## **22. CWB REWARDS**

CWB may offer a reward program in connection with your Card. If applicable, the terms and conditions that set out the terms of your participation in such a program will be provided in a separate document. Any such reward program is operated by CWB, which is solely responsible

for the reward program. Brim has no responsibility for any reward program associated with your Card. In that regard, you agree not to make any claims against Brim for any matter connected in any way with any such reward program.

## 23. ADDITIONAL PROVISIONS

- a. **Headings:** Headings of Sections and sub-headings of this Cardholder Agreement are inserted for convenience of reference only and do not affect the construction or interpretation of this Cardholder Agreement.
- b. **Changes to Cardholder Agreement:** Unless advance notice is required by the applicable law, we may make changes to each and every provision of this Cardholder Agreement and the Disclosure Statement, by providing notice after each change. The notice provided may be enclosed with the monthly statement or sent separately. If you sign, use or activate any Card or the Business Account or if any Total Balance owing on the Business Account remains unpaid after the change is made, it will mean you have accepted the change.
- c. **Interest Rate Provision:** If any provision of the Agreement would require the payment of interest or other amount payable to us in an amount or calculated at a rate which would be prohibited by law or would result in receipt by us of “interest” at a “criminal rate” (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not result in receipt by us of “interest” at a “criminal rate”, such adjustment to be effected, to the extent necessary (but only to the extent necessary), by reducing (i) any fees, commissions, premiums, and other amounts required to be paid to or on behalf of us which would constitute interest for purposes of the Criminal Code (Canada), or (ii) the amount or rate of interest required to be paid to us, as elected by us, and any amount previously paid by the Business which is included in such reduction shall be returned.
- d. **Governing Law:** The Agreement will be governed by and interpreted in accordance with the applicable laws of the province or territory in which the Business is located as provided in your application. You agree to submit to and be bound by these laws and the courts of that province or territory in the event of any disputes arising in connection with your Business Account and the Agreement.
- e. **Limitations on Our Liability:** We are not responsible

or liable for any damages, including special, indirect and consequential damages, even if they were foreseeable, that may result from the use of your Card or the Business Account, or obligation under the Agreement if, for any reason, your Card or the Business Account number is not accepted or you are unable to access the Business Account, including the inability to access the Business Account by reason of a business interruption, security breach, delay, loss, error, system outage, or failure to access any ABM, terminal or other machine or equipment with your Card.

We may use third-party service providers or any affiliate of ours to provide services to process your application, any information, and Transactions relating to the Business Account. A third-party service provider or affiliate may not process or complete Transactions associated with the Business Account if processing or completing the Transaction would cause it to violate any law, regulation, rule or internal policy applicable to it, or cause it to suffer legal and/or reputational risks. If such event occurs, neither we nor our third-party service providers or any affiliate will be liable in respect of any such unprocessed or incomplete transaction. Third-party service providers or affiliates may not be located in Canada.

- f. **Assignment:** We may at any time assign, sell or transfer any or all of its rights, benefits or obligations under the Agreement, the Business Account or any Total Balance due under the Agreement, without notice to you, and we may disclose information about you and the Business Account to the person or entity to which we make any such sale, assignment or transfer. You may not assign any of your rights or obligations under the Agreement.
- g. **Severability:** If, in any jurisdiction, any provision of the Agreement or its application to us or any Cardholder, or circumstance is declared or deemed to be restricted, prohibited or unenforceable by a court of competent jurisdiction, the provision shall, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of the Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction.
- h. **Non-Waiver:** We may, in our sole discretion, choose not to exercise any right under the Agreement, including the right to impose the full amount of any charge, without waiving that right. Any waiver of a right by us must be in writing and signed by us. You understand and agree that the obligation of the

Business and each Authorized Signatory to pay, on a joint and several basis, all amounts owing under the Agreement and otherwise to perform the terms and conditions of the Agreement are absolute and unconditional.

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