

Affinity Credit Union 2013, Mastercard Cardholder Agreement

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This document is your Cardholder Agreement with both Affinity Credit Union 2013 (“**Affinity**”) and Brim Financial Inc. (“**Brim**”), any references to “**we**” “**our**” or “**us**” refers to both Affinity and Brim unless expressly stated otherwise. This agreement governs your Account as well as all Cards associated with your Account. The Card is issued by Brim pursuant to a license by Mastercard under a program that is managed by Affinity. As a result of this arrangement, both Affinity and Brim will collect, use, disclose and otherwise handle your personal information in accordance with this Cardholder Agreement and their respective privacy policies. Affinity and Brim may also provide you with communications and notices related to your Account and this Cardholder Agreement.

The promises made by the Primary Cardholder and the consents given in each Card application continue to apply. The defined terms used in this Cardholder Agreement are found within the “DEFINITIONS” section below. This Cardholder Agreement replaces any previous Cardholder agreement provided in connection with your 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 your Account or make a payment on your Account, you consent to and accept all terms and conditions contained in this Cardholder Agreement and the Disclosure Statement. Please keep this Cardholder Agreement in a secure place for future reference.

Affinity Mastercards are only available for Canadian residents that do not live in the province of Quebec.

Terms and Conditions

1. Definitions

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

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

“**Account**” means the credit card account we open and maintain for the Cards in the name of the Primary Cardholder.

“**Account Documentation**” means any one or more documents evidencing your Agreement, including, but not limited to, any electronic or technology-based documents.

“**Additional Cardholder**” or “**Additional Cardmember**” means a person who has been issued a Card under the Account with the authorization and at the request of the Primary Cardholder.

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

“**Advice Centre**” means a physical location of Affinity Credit Union where in person service may be provided.

“**Affinity Privacy Policy**” means the Affinity Privacy Policy, a current version of which can be viewed and obtained at www.affinitycu.ca/privacy, as amended, modified, supplemented or replaced from time to time.

“Agreement” means collectively all agreements between you and us relating to your Account and any Card issued under the Account, including your application for a Card, this Cardholder Agreement, the Disclosure Statement, your monthly statements, the Affinity Privacy Policy, 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.

“Available Credit” means your Credit Limit less your 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 Account under the Agreement (including the current monthly installment due under any Installment Plan), less any payments or credits that have been posted to your Account (other than any credits applied to the principal balance under an Installment Plan in accordance with Section 8.g. (Returns)). For greater certainty, Balance does not include any amount under an Installment Pay Plan other than the current installment due thereunder.

“Balance Transfer” means a cash advance transaction by which you borrow money on your Account to pay the outstanding balance on another credit card (other than a credit card issued by us or one of our affiliates) and thereby transfer the balance owing on that other credit card to the Account.

“Brim Privacy Policy” means the Brim Privacy Policy, a current version of which can be obtained at brimfinancial.com, as amended, modified, supplemented or replaced from time to time.

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

“Cardholder” or **“Cardmember”** means the Primary Cardholder and any Additional Cardholder.

“Cardholder Agreement” or **“Cardmember Agreement”** means this Affinity Credit Union 2013 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 Account for Cash-Like Transactions, Balance Transfers or Convenience Cheques; and
- (iii) any other Transaction(s) where you withdraw cash from the Account.

“Cash-Like Transaction” means a Transaction involving the purchase of items that are directly convertible into cash or are similar to cash, including negotiable instruments. Cash-Like Transactions include, but are not limited to, wire transfers, travellers cheques, money orders and

gaming transactions, including betting, off-track betting, race track wagers, lottery tickets and casino gaming chips.

“Convenience Cheque” means a cheque supplied for use with your Account.

“Credentials” means information stored on any electronic device including, but not limited to, your mobile device and or digital wallet that may be used by a Mobile Payments Service to identify you and your Account.

“Credit Limit” means the maximum amount up to which credit is extended under the Account and that is available to you to charge Transactions and cover interest and fees.

“Disclosure Statement” means the initial disclosure statement provided to you when your Account was opened and any additional disclosure statement to be 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. Each such disclosure statement 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 8 of this Cardholder Agreement.

“Installment Plan” means an equal installment plan for a qualifying Purchase established in accordance with Section 8 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.

“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.

“Online Services” means any or all of Brim and Affinity’s website, Cardholder Portal or mobile application.

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

“Personal Information” means any identifiable information about you in our possession or control.

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

“Primary Cardholder” means the person:

- (i) who applied for the opening of the Account and the issuance of a Card,
- (ii) in whose name the Account has been opened and to whom a Card has been issued by Brim under this Cardholder Agreement, and
- (iii) is the person who is liable for all amounts owing on the Account under the Agreement.

“Purchase” means any 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 Account to purchase goods or services or make other charges to your Account (including all Purchases made online or using a Mobile Payments Service and Cash Advances) and includes unpaid interest and fees but excludes any Installment Plan.

“Welcome Package” means the package that the Primary Cardholder receives with the first Card that is issued to them which includes a welcome letter.

“you” or **“your”** means each Cardholder. 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. About the Card and Using Your Credit Card Account

- a. Transactions:** Your Card and your 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 you have been permitted you to do so and are in compliance with this Cardholder Agreement.
- b. Prohibited Use of your Card:** You must not use your Card or Account number for any 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 further 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 Primary Cardholder is liable for and must repay us those amounts. We reserve the right to block, stop or prevent your Card or 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 Account number is an extension of credit to the Primary Cardholder for the amount of the Transaction, even if a Cardholder authorizes the Account to be charged without presenting the Card to a merchant or without a signature, including by telephone, mail, internet, via contactless Transactions and Mobile Payments Services, or by any other electronic means (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 Primary Cardholder is liable for and promises to repay the entire Total Balance and any other amount owing under the Agreement, including any amounts charged to the Account by any Additional Cardholder. The Primary Cardholder is responsible for ensuring that all Additional Cardholders comply with the terms and conditions of the Agreement.
- d. **Unauthorized Use:** You agree that each Card and related Account number will be used only by the Cardholder whose name appears on the Card. In the event that a Cardholder lends or allows a person to use their Card or Account number, the Primary Cardholder will be responsible for any amounts charged to the Card or Account by that person.
- e. **Card Signing and Ownership:** The Card is 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. All Cards and Convenience Cheques 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 Primary Cardholder may, without advance notice to any Additional Cardholder, add or remove any Additional Cardholders from the Account by visiting an Advice Centre, contacting us, or through the Online Services. An Additional Cardholder's Card number (or the number on the renewed or replaced Card) may be different from the Primary Cardholder's original Card number, but all such Card numbers are part of the same Account. We may limit the number of Additional Cardholders on an Account.
- g. **Recurring Transactions:** The Primary Cardholder is liable for all PAPs charged to the 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 current information, including advising a merchant if your Card number or expiry date changes. We are not liable if any PAPs cannot be posted to your Account. You must settle any dispute you may have in connection with a PAP directly with the merchant who charged your 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 must check your 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 that:
 - (i) 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) can be easily obtained or guessed by someone else;

(iii) is the same as or contains any part of any number on an identification card that is kept close to your Card; or

(iv) does not comply with any other instructions provided by us from time to time for protecting, setting, or changing your PIN.

You must:

(i) keep your PIN confidential and maintain the secrecy of your PIN or any other password used in relation to your Account

(ii) take all reasonable precautions to maintain confidentiality of your PIN, including but not limited to when using an ABM, or making a purchase from a merchant with a chip-enabled terminal; and

(iii) not write any PIN or password on your Card or on statements for your Account. You must not share your PIN or any other password for your 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 available Mobile Payments Service, 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. You can also obtain a copy of such terms and conditions at brimfinancial.com/legal.
- j. **Credentials:** If you have enabled a Mobile Payments Service on any electronic or mobile device, you must verify that all Credentials are erased from any electronic and or mobile device or SIM card that may contain Credentials (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 by immediately reporting and visiting an Advice Centre, contacting us, or through the Online Services.

3. Credit Limit

Your initial Credit Limit appears in the welcome letter included in your Welcome Package. Your monthly statement indicates your current Credit Limit as well as your Available Credit as of the date of the monthly statement. We may decrease your Credit Limit at any time and will not increase your Credit Limit without obtaining the express consent of the Primary Cardholder. Approvals of Credit Limit increases are at our sole discretion.

The Credit Limit is shared among all Cards issued on the Account. We may set a separate cash advance limit for Cash Advances on your Account. The cash advance limit is not additional credit beyond your 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 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 Account to exceed, at any time, the Credit Limit of the 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 your

Balance to exceed your Credit Limit. However, you understand that while we may authorize any Transactions that cause your Balance to exceed your Credit Limit, we are not required to do so, even if it has occurred in the past.

If we have permitted you to exceed the Credit Limit of the Account, the Primary Cardholder must pay the amount that exceeds the Credit Limit, on demand, and any over limit fee that may be charged. The Primary Cardholder remains liable for all amounts owing on the Account.

The Primary Cardholder may contact us or use the Online Services to set an Additional Cardholder Spending Limit for any Additional Cardholder on the Account, which the Primary Cardholder 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 Account, so the funds available to an Additional Cardholder may be less than the Additional Cardholder Spending Limit. The Primary Cardholder will continue to be fully liable for the Account.

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

4. Monthly Statements

The Disclosure Statement sets out when we will provide you with a monthly statement. The Primary Cardholder must ensure that a monthly statement is received each month and review it. If there is an error or irregularity (including any fraudulent or unauthorized Transactions) with any Transaction, fee or charge on your monthly statement, you must contact us within thirty **(30)** days of the last day of the statement period shown on your monthly statement. If you fail to contact us within thirty **(30)** days, the monthly statement and our records will be considered correct and final, meaning you may not make a claim regarding charges outlined in the statement after those thirty **(30)** days. We reserve the right to reverse any amount applied to your Account incorrectly at any time.

5. Payment Information

- a. Total Minimum Payments:** The Primary Cardholder must ensure we 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 your next monthly statement. A credit to your Account, for example, as a result of a return of goods to a merchant, does not constitute a payment to your Account and does not satisfy the requirement to pay the Total Minimum Payment.
- b. Making Payments:** Payments can be made at any time by mail, through a financial institution in Canada, using the Online Services or other electronic means, 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 your payment being received and processed by the Payment Due Date. A payment to your Account will only be credited to your Account and your Available Credit will only be adjusted once we have received, processed and cleared it and it does not immediately adjust your Available Credit.

If your Payment Due Date falls on a Saturday, Sunday or a statutory holiday, your Payment Due Date will be automatically extended to the next business day. We will consider your payment made on such next business day as having been made on time. To determine whether your Payment Due Date falls on a statutory holiday, we will look at the Primary Cardholder's place of residence based on the home address we have on file at the time of your monthly statement.

c. How We Apply Your Payments: All payments received towards your Total Minimum Payment will be applied in the following order:

(i) first, to any interest charges that appear on your monthly statement;

(ii) second, to any fees that appear on your monthly statement;

(iii) third, to any monthly installment due under any Installment Plan that appears on your monthly statement;

(iv) fourth, to any Transactions that appear on your monthly statement, including any amount that exceeds your Credit Limit or any past due amounts; and

(v) fifth, to any fees and other Transactions that do not yet appear on your monthly statement but are posted to your Account.

If any of the above items **(i)** to **(v)** are charged at different interest rates, your 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 you pay the Total Minimum Payment in full each month, the monthly installment due under any Installment Plan that appears on your monthly statement will always be paid in full.

We will apply any amount of your payment that is greater than the Total Minimum Payment to each interest rate category (i.e., all items that have the same annual rate will be placed into the same category) in the proportion that the amount in each category represents of the remaining Balance.

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

If you have 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:** No interest will be paid on any credit balances. You acknowledge that credit balances are not deposits and are therefore not covered by any Federal or Provincial deposit insurance.

6. 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 your 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 your Account. You can avoid interest being charged on the particular Purchase by ensuring that we always receive payment of your Balance in full every month by the Payment Due Date. If we do not receive payment in full of the Balance on your current monthly statement by the Payment Due Date, you will have to pay interest on any Purchase from the transaction date that appears on your 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 your 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 your 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 your 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).

7. Fees

The Primary Cardholder must pay all fees and charges that apply to the Account. The Disclosure Statement sets out the fees that you must pay relating to your Account. We will notify you, in accordance with Section 21.b (Changes to Cardholder Agreement) and applicable law, if we make any changes to the information in the Disclosure Statement.

8. **Installment Pay**

a. **Installment Pay.** From time to time, you may be eligible to participate in Affinity's installment pay program which will allow you to pay for qualifying Purchases made with your Card 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. 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 discrete Purchase to qualify, the Purchase must be posted to your Account, and it must otherwise meet any other limits for participation in Installment Pay that we may set from time to time. 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 apply to use Installment Pay by contacting the call center or via the Online Services within sixty (60) days from the date of the Purchase. At the time you convert the discrete 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 if they continue to be part of an Installment Plan. Instead, we charge a one-time fixed installment fee and 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**"). 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 you selected in accordance with Section 8.(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 how much you must pay 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 fee that applies to the qualifying Purchase will be added to your first monthly installment.

The first monthly installment will appear on the monthly statement after your request has been approved to use Installment Pay for a qualifying Purchase. The remaining monthly

installments will appear on your 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 your 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 be removed from the Installment Plan in case of late payments as described in Section 8.f below. See 5.c above on how we apply your payments.

In the event a qualifying Purchase is removed from an Installment Plan, such Installment Plan will end but the fixed installment fee 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 your Account and you 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 the Total Minimum Payment amount is not received in full by the Payment Due Date, you will be considered to have a missed payment on account of a monthly installment. If you miss one (1) payment, the monthly installment due amount will be added to your Balance and will be subject to interest charges at the rate then applicable for Purchases, in accordance with the Disclosure Statement. If you have two (2) consecutive missed payments, Installment Pay will terminate and all deferred amounts (for all Purchases that are then participating in Installment Pay) will be added to your 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 your 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 apply any credit you receive to the Balance owing on your monthly statement. A return of an item will not automatically reduce any Installment Plan you may have.
- 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 eligible for Installment Pay to a maximum percentage of your Credit Limit.

Whether or not a Purchase qualifies for the dollar threshold you choose at enrollment will depend on the final Canadian dollar amount posted to your Account.

We reserve the right to refuse an application to use Installment Pay at our sole discretion for any reason, including but not limited to if your Account is not in good standing, \ or if we become aware of any adverse credit information.

9. Other Special Payment Plan, Promotional Offers, Optional Services and Other 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 but not limited to,

- (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 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:** Balance Transfers are subject to your Available Credit. If a Balance Transfer exceeds your Available Credit, it may not be processed. We may 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 your 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 apply. You can request a Balance Transfer by contacting us or through the Online Services. If you are approved for a Balance Transfer, you will be responsible for paying any amounts you owe to the creditor both before and after the addition of the Balance Transfer to your 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 because of paying the transfer amount on your behalf, any delays with respect to paying the Balance Transfer, or for any other matters related to the Balance Transfer or 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 you. 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 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. **Offers and Other 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. These 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 offers or other programs not provided by us. Any dispute that you have with respect to the offer or other program 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 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 such offers or other programs associated with your Card.

10. Lost, Stolen or Unauthorized Use of Your Account

You must take reasonable care to safeguard your Card, PIN, password and cheques against loss, theft, or misuse. Upon suspecting the Card was compromised, you must immediately lock your Card and notify us. By way of example, a compromised Card occurs 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.

How to lock your card

To lock your Card, go to the Dashboard screen or the My Cards screen available through the Online Services and press the “lock card” button. To report unauthorized use of your Card or account, please call our fraud department at **1-877-473-8914** (Canada and U.S.) or collect **1-647-251-2746** (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 Account. If this happens, the Primary Cardholder will be liable for all resulting transactions and any interest, fees and losses incurred.

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 cheques or device, or after you suspected that someone else knows your PIN or password.

If you do not meet these criteria, you will be liable for all charges incurred in connection with the unauthorized uses.

You will not be liable for any unauthorized Transactions or use that occurs after you notify us that your Card has been lost, stolen or used in an unauthorized manner. Your liability for any unauthorized Transactions made on your Account prior to you notifying us that your Card has been lost or stolen will be a maximum of **\$50**.

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.

11. Renewal and Replacement Cards

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

12. Our Rights on Default

Your Account will be in default under this Cardholder Agreement if:

(i) you do not make the Total Minimum Payment by the Payment Due Date or otherwise fail to make any payment when due under this Cardholder Agreement;

(ii) you fail to comply with any terms or obligations contained in the Agreement;

(iii) the Primary Cardholder provides any misleading, incorrect, false or incomplete information in their application;

(iv) the Primary Cardholder dies or becomes incapacitated; or

(v) the Primary Cardholder becomes insolvent or bankrupt or insolvency proceedings are brought by or against the Primary Cardholder or the Primary Cardholder makes a proposal to its creditors (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 Account at that time;

(ii) terminate or restrict your rights and benefits under, and amend any terms of, the Agreement or your 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 your 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 you return all Cards and Convenience Cheques to us; and/or

(vi) exercise any other legal rights and remedies available to us at law.

The Primary Cardholder is responsible 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.

13. Closing Your Account

The Primary Cardholder may close the Account by contacting us at the address or phone number found in the "Contacting Us" Section of this Cardholder Agreement. We may terminate the Agreement, or close or suspend access to your Account or any Cards, or reduce your Credit Limit, immediately at any time without telling you in advance for any other reason at our sole discretion.

If the Agreement is terminated or your Account is closed or suspended, the Primary Cardholder will remain responsible for all amounts owing on the Account, including any PAPs, fees and additional interest that may be posted to your Account and all amounts outstanding under any Installment Plan and you must stop using your Card.

You are required to cancel any pre-authorized payments you have arranged with any merchants. You will also cease to be entitled to any Card benefits. The terms and conditions contained within the Agreement will continue until, and termination of the Agreement will only take effect when, we have received the full Total Balance and any other applicable amounts owing.

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.

14. Problems with a Merchant

Any complaints or problems regarding any products or services you purchase using your Account or your 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 your Account while you are resolving the problem with the merchant. Any dispute that you have with a merchant does not absolve the Primary Cardholder of its obligation to pay us the full amount that has been charged to the Account. In such circumstances, we are not obligated to refund any interest charged on Transactions for Purchases credited to your Account.

15. How We Communicate with You

Account Documentation will be sent by ordinary mail to the civic address appearing in our records for the Primary Cardholder, unless, to the extent permitted by applicable law, the Primary Cardholder consents in writing or electronically to receiving Account Documentation electronically and/or through our Online Services. If we send Account Documentation to the Primary Cardholder and it is returned because of an invalid address or invalid e-mail address, we will not issue further

Account Documentation or notices until the correct address or email address is received, and we may restrict the use of your Account.

In the case of a postal strike or other disruption affecting mail delivery, the Primary Cardholder is required to make all payments when due under the Agreement and may do so by contacting us to request updated Account information.

We are not responsible for the failure of a Cardholder to receive Account Documentation, if sent to the address or email address appearing in our records or through the Online Services. You must immediately notify us of any changes in your address or e-mail address.

We will determine your place of residence for all purposes based on the postal code we have on file at the time. We will not open an Account or issue Cards to Cardholders residing outside of Canada or residents of Quebec. If you move to Quebec or outside of Canada, you agree: (i) to pay us all that you owe us without any deductions for any taxes and withholding that your new country may impose; and (ii) to close your Account with us.

16. Contacting Us and Resolving Problems

If you have any questions or concerns about the Agreement or Account, we encourage you to contact us by calling or visiting your Advice Centre as well as by calling our Contact Centre: **1.866.863.6237**.

You can also contact us and find further information about our complaint handling processes online by visiting our Resolving Problems page at www.affinitycu.ca/contact-us/resolving-problems.

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

17. Collection and Disclosure of Your Personal Information

By requesting or using Affinity products and/or services, you acknowledge that Affinity will collect, use and disclose your personal information in accordance with Affinity's Privacy Policy, which we provide to the Primary Cardholder, and an up-to-date version of which can be obtained at www.affinitycu.ca/privacy.

As previously stated, Brim is the issuer of the Card pursuant to license by Mastercard under a program managed by Affinity. For this reason, Brim may collect, use disclose and otherwise handle your personal information 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 your Account and this Cardholder Agreement. Your request for or use of an Affinity Mastercard is your agreement to such collection, use, disclosure and handling of your personal information by Brim.

If you are an Additional Cardholder, you acknowledge that we may share your personal information with the Primary Cardholder for the purposes described in the Affinity Privacy Policy and the Brim Privacy Policy. If you are a Primary Cardholder, you acknowledge that we may disclose to an Additional Cardholder information about transactions made by such Additional Cardholder without prior notice to you.

18. Mobile and Contactless Payment

The Agreement applies to all types of Transactions on your Card or 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, may establish maximum dollar limits 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.

19. Foreign Currency Transactions

All Purchases and Cash Advances made in a currency other than Canadian dollars effected through the use of a Card will be converted into Canadian dollars before they are recorded on the 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 us from time to time, and disclosed in the Disclosure Statement will be added to the converted amount for both Purchases and Cash Advances. For Cash Advances, Cash Advance fees (as disclosed in the Disclosure Statement) will also be charged to the Account and will be displayed separately on the monthly statement.

If you receive a credit to the Account for a Purchase made in a foreign currency, before it is recorded on the 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 as disclosed in the Disclosure Statement 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 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 Account may not be the same as the Canadian dollar amount that was originally posted to the Account. In addition, the conversion rate disclosed on the monthly statement on the date the Transaction is posted to the 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 set out in the Disclosure Statement) for each foreign currency transaction or credit converted into Canadian dollars and posted to the Account will be disclosed on the monthly statement for the period in which the foreign currency transaction was conducted.

20. Affinity Rewards

Affinity 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 Affinity, 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.

21. 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 giving you subsequent notice of each change. The notice provided to you may be enclosed with your monthly statement or sent separately. If you sign, use or activate any Card or the Account or if any Total Balance owing on the 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 oblige you to make a 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 you which is included in such reduction shall be returned to you.
- 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 Primary Cardholder resides as provided in your application (or the Province of Ontario if you reside outside Canada). 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 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 Account, or obligation under the Agreement if, for any reason, your Card or your Account number is not accepted or you are unable to access your Account, including the inability to access your 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 your Account. A third-party service provider or affiliate may not process, or complete Transactions associated with your 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:** Affinity may at any time assign, sell or transfer any or all of its rights, benefits or obligations under the Agreement, your Account or any Total Balance due under the Agreement, without notice to you, and we may disclose information about you and your 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 your obligation to pay 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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