

Oxford Properties Gift Card Plus Cardholder Agreement

PLEASE READ THIS AGREEMENT CAREFULLY AND RETAIN A COPY FOR YOUR RECORDS.

The following terms and conditions apply to your use of the Card. By purchasing, activating and/or using the Card, you are agreeing to these terms and conditions outlined below. A current copy of this Agreement can be accessed at oxfordgiftcardplus.ca

INFORMATION DISCLOSURE SUMMARY (detailed terms and conditions follow):

Card issuer: This Card is issued by Equitable Bank under license by Visa International Incorporated.

Card information and Balance: To obtain the expiry date of the Card, check your Balance, access your transaction history, make inquiries about the Card, or log a complaint, you may call customer service at **1-888-769-8605** or email **oxfordgiftcards@mycardholdersupport.com**. You can also access the expiry date of the Card, check your Balance, access your transaction history and obtain information about your Card by logging into oxfordgiftcardplus.ca for free.

Card restrictions:

- You must be of age of majority in the province of territory where you purchase the Card.
- The Card is not returnable.
- The Card is not refundable.
- There is no cash access with your Card and your Card cannot be used to make cash withdrawals or at ATMs.
- The Card can be used only to purchase goods and services at authorized Merchants only.
- The Card can only be used in Canada.
- Funds cannot be added to the Card and the Card is not reloadable.
- You must not use your Card to commit or facilitate fraudulent or illegal activity.
- You must not use the Card after the expiry date.
- The Card is not eligible for protection under any Zero Liability policy.
- You do not have the right to stop the payment of any transaction you conduct with the Card.
- The Card may not be canceled by you unless otherwise directed in this Agreement or by Applicable Law.
- Regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from the Card, are not permitted. All PAD transactions will be rejected, and Equitable Bank will not be liable for any costs incurred by you as a result.
- The Card is subject to certain limits, as set out below. Equitable Bank may change these limits in accordance with Applicable Law and will post notice on payaccount.io/activate at least thirty (30) days in advance of the date such change is to come into effect. The change will take effect on the date indicated in the notice. Your continued use of the Card, after the change to the limits has come into effect, will be taken as your acceptance of that change.
- We may also take any steps permitted by law to enforce our rights under this Agreement without prior notice to you and you will pay all legal fees and expenses incurred.

Limits (all limits are in CAD)

Maximum Card Balance: Up to \$2,500.00

Maximum daily spend at point-of-sale: Up to \$2,500.00

Please also note: The Card may be deactivated at any time if you do not comply with this Agreement or if fraud, related to the Card or use of the Card, is suspected, or for any other reason. We may also take any steps permitted by law to enforce our rights under this Agreement without prior notice to you and you will pay all legal fees and expenses incurred.

Card expiry and access to funds: There is an expiry date printed on the face of the Card. This is the date after which you may not use that Card for any purpose. Your right to the funds loaded on the Card does not expire. If funds remain on the Card, the Card may be replaced at no cost to the Cardholder. If the Card has expired, please bring the card to Guest Services for a replacement.

Funds loaded onto the Card are not insured by the Canada Deposit Insurance Corporation (CDIC).

Fees: There are no fees associated with the purchase and/or use of the Card.

Lost or stolen Card: You must take all reasonable steps to protect the Card against loss, theft, or unauthorized use. If your Card has been lost or stolen, or if you have reason to believe that someone has made an unauthorized transaction with your Card or may attempt to use your Card without your permission, you must notify us IMMEDIATELY by calling 1-888-769-8605.

Split Tender Transactions: If the Balance on your Card is insufficient to cover the full transaction amount, you may request the merchant to conduct a split tender transaction where you use the Card as partial payment and then pay the remainder of the amount with another form of payment (e.g., cash, cheque, credit or debit). If you fail to inform the merchant that you would like to complete a split tender transaction prior to swiping your Card, your Card may be declined. Some merchants may require payment for the remaining Balance in cash. Merchants do not have to and may not agree to accept split tender transactions.

Key Cardholder Responsibilities under this Agreement:

- You must take all reasonable steps to protect the Card against loss, theft, and/or unauthorized use. If you lose the Card, you must call customer service immediately.
- Card is activated and loaded at the time of redemption at the Guest Services.
- You must surrender the Card to us immediately upon request by us.
- You must ensure that there is a sufficient Balance on the Card to cover the full amount of transactions made with the Card.
- If your information associated with the Card changes, you must notify us of the change(s).
- If you become aware that your information associated with the Card is incorrect, you must notify us of the correct information.
- If you find an error in any transaction record, you must communicate the error to the merchant with whom you made the transaction.
- If you wish to dispute a transaction on your Card, you must notify us in writing of your dispute within sixty (60) days of the transaction date, as set out below.
- You must only use our online resources as set out in 'Website and Availability', below.

DETAILED TERMS AND CONDITIONS:

Definitions:

- **'Agreement'** means this Oxford Properties Gift Card Plus Cardholder Agreement between Equitable Bank and the Cardholder and all documents that are expressly referred to herein, which govern your use of the Card.
- **'Amendment'** refers to any change to a term or condition of this Agreement or to the addition of a new term or condition, including increasing or adding new fees and/or charges.
- **'Applicable Law'** means the *Bank Act* (Canada), the *Personal Information Protection and Electronic Documents Act* (Canada), the *Act Respecting the Protection of Personal Information in the Private Sector* (Québec), the *Consumer Protection Act* (Québec), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (PCMLTFA), Canada's Anti-Spam Legislation (CASL), PCI DSS or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Equitable Bank, the Program Manager and the Program Sponsor are subject to, or any bylaw,

operating rule or regulation of Visa.

- **'Balance'** means the amount of the funds that are loaded onto the Card.
- **'Canada's Anti-Spam Legislation (CASL)'** means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)*, and its regulations, as may be amended from time to time.
- **'Card'** refers to the Oxford Properties Gift Card Plus purchased, activated, used or signed by the Cardholder.
- **'Cardholder'** means you or any other individual who purchased, activated, used or signed the Card.
- **'Distributor'** means Oxford Properties and its managed outlets, which offer the Cards for sale to consumers. A Distributor is not an agent, mandatory or representative of Equitable Bank.
- **'Governmental Authority'** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, court, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Equitable Bank, the Program Manager and/or the Program Sponsor or any person, property, transaction, activity, event or other matter related to this Agreement. The above definition is deemed to include any interim or permanent transferee or successor of a Governmental Authority's underlying mandate, function or activity.
- **'Merchant'** means a retail establishment that is authorized to accept the Card.
- **'Visa'** means Visa International Incorporated, and its successors and assigns.
- **'PCI DSS'** means a multifaceted security standard defined by Payment Card Industry Security Standards Council and includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.
- **'POS'** means point of sale, where you can use the Card to purchase goods or services from a merchant.
- **'Transaction Amount'** is the amount that is debited from the Balance in connection with the Cardholder's use of the Card to purchase goods or services, which includes the amount of the Balance to be transferred, the Card service charges, and the taxes imposed to complete the transaction.
- **'we', 'us', and 'our'** mean Equitable Bank, and our successors, subsidiaries, affiliates or assignees.
- **'Website'** means oxfordgiftcardplus.ca
- **'you', 'your', and 'yours'** each mean the Cardholder.

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

The Card: The Card is a stored-value, prepaid gift card that can be used as payment for goods and services from authorized Merchants in accordance with this Agreement.

Ownership and Use of the Card: The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient. You cannot reload your Card. The Card is, and will remain, our property. The Card is not a credit card, charge card, or debit card and its usage will not enhance nor improve your credit rating. No interest dividends or other earnings or returns will be paid on the Card. Neither the Card nor the Balance is a deposit account.

You have no right to write cheques on, or demand repayment of, the outstanding Balance on the Card, but are strictly limited to the right to use the Card, in accordance with this Agreement, as payment for goods and services from Merchants.

To use the Card, simply present the Card at the time of payment. You should retain the receipt as a record of the transaction. When you use the Card to make a purchase, the amount of the purchase, plus any applicable fees and taxes, will be deducted from the available Balance associated with the Card. You will be solely and completely responsible for the possession, use and control of the Card. **You must surrender the Card to us immediately upon request by us.** You are solely and completely responsible for the possession, use and control of the Card. You may not sell or assign the Card to a third party. If you authorize

another person to use the Card you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person.

You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on the Card, and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on the Card (if applicable). You do not have the right to stop the payment of any transaction you conduct with the Card. We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

Notification and change of terms: Subject to the limitations of Applicable Law, we may at any time change or remove any of the terms and conditions of, or add new terms or conditions to this Agreement. We will post any such changes, as well as the most recent version of this Agreement, on the Website. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. You are responsible for checking our Website for such notifications. You will be deemed to accept and be bound by the amendment upon use of the Card following the effective date of the amendment. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card and notify Equitable Bank that you are terminating this Agreement. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system or comply with Applicable Law. If such a situation does arise, then you will be given notice as soon as reasonably possible in the circumstances.

Some merchants (including, but not limited to, restaurants or salons) may pre-authorize the Transaction Amount for the purchase amount plus up to 20% (or more) above the purchase amount to ensure there are sufficient funds available on the Card to cover any tips or incidental expenses. In such cases, your transaction will be declined if the Card Balance will not cover the Transaction Amount plus the additional amount.

A pre-authorization will place a 'hold' on an amount of your available Card funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of that final payment amount will be released. The time it takes for a pre-authorization hold to be removed may vary depending on the type of merchant. A hold is typically removed within fifteen (15) business days for most standard merchants. During the hold period, you will not have access to the pre-authorized amount.

Activating the Card: The Card has no value and is not valid until it is activated by the Distributor at the time of the Card redemption at Guest Services.

Information About Balance: It is your responsibility to ensure that there is a sufficient Balance on the Card to cover transactions plus any pre-authorized amounts. To obtain the current Balance amount, or the transaction history, you may call customer service toll-free at **1-888-769-8605**, or visit the Website. The Card Balance will reflect all transactions that have been posted to our system. You are not allowed to exceed the Balance available on your Card for any transaction.

If you attempt to use the Card when there is insufficient Balance available to cover the full Transaction Amount, the transaction in most instances will be declined. However, if due to a system malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative amount, you agree to reimburse us, upon request, for the amount of the Transaction Amount in excess of the Balance. If you fail to pay such amount within thirty (30) days, your Card may be cancelled.

Protection Against Loss, theft, or Unauthorized Use: If your Card has been lost or stolen, or if you have reason to believe that someone has made an unauthorized transaction with your Card or may attempt to use your Card without your permission, you must notify us IMMEDIATELY by calling **1-888-769-8605**. If the Card is lost or stolen, you will be asked to provide us with the name on the Card, the Card number or the payment reference number (PRN, located on the back of the

card), the expiry date, the original Card value and transaction history. We cannot re-issue a Card if you do not have your Card number unless you have registered your Card. If you lose the Card, someone might be able to use the Balance on the Card.

We will refund any remaining Balance after we have processed all transactions completed before we had an opportunity to act on your information. We will have an automated voice response service available seven (7) days a week, twenty-four (24) hours a day that will allow immediate cancellation of the Card upon your request. We recommend that you write down the Card number, PRN and the customer service number in case the Card is lost or stolen.

You can request a replacement Card in person by visiting the Guest Services at one of the Oxford Properties locations. You agree, to the extent permitted by Applicable Law, to cooperate with us in our attempts to recover from unauthorized users and to assist in their prosecution. If you have not registered the Card on the Website, you authorize us to act in your place as Cardholder to take any steps we deem necessary in the case of suspected or alleged fraudulent use of the Card or Card number.

You are responsible for all transactions and any resulting fees, expenses and losses incurred if: (a) you authorized the transaction (including if you make an entry error); (b) you have acted fraudulently; (c) you have been negligent (including failing to look after your Card); (d) your Card is lost or stolen (except you will not be liable for charges incurred on your Card through merchants that are identified by us as unauthorized); (e) your Card is misused with your consent; or (f) you allowed another person to use your Card, even if the person was a minor or did not comply with any limitations you placed on their use.

A transaction will be considered unauthorized only if: (a) the Card has been used by a person other than you and without actual or implied consent; (b) you receive no benefit from the transaction; and (c) you have fulfilled your obligations under this Agreement.

We reserve the right to: (a) conduct an investigation into the validity of any request regarding a lost or stolen Card; (b) require verification of your identity; and (c) require you to provide an affidavit in connection with your request. It may take up to thirty (30) days to process your request.

Notification and Changes to Terms: Subject to the limitations of Applicable Law, we may at any time change or remove any of the terms and conditions of, or add new terms or conditions to this Agreement. We will post a written notice of any such changes and any other information required by law at least thirty (30) days before the change is stated to come into effect on the notice, as well as the most recent version of this Agreement, on the Website. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. You are responsible for checking the Website for such notifications. You will be deemed to accept and be bound by the Amendment upon use of the Card following the effective date of the Amendment. If you do not agree to any change of this Amendment, you agree to immediately stop using the Card and notify customer service that you are terminating this Agreement. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system or comply with Applicable Law. If such a situation does arise, then you will be given notice as soon as reasonably possible in the circumstances. We may unilaterally correct any errors without notice to you.

Disputes: You must check your Balance and transactions regularly. If you have a question or a problem about a posted transaction (for example, a transaction that appears to be a duplicate transaction) you must notify us via the toll-free phone number or in writing via email to oxfordgiftcards@mycardholdersupport.com immediately and no later than sixty (60) days from the date of the transaction or you will be deemed to have accepted such posted transaction. You must tell us your Card number, the date and dollar amount of the error, and explain as clearly as possible why you believe there is an error. If we ask you to put your dispute in writing, you agree to do so within five (5) business days. We will investigate and will notify you of the results of our investigation within sixty (60) business days.

In addition, you agree that all communications in connection with the transaction disputes and chargebacks, including the signed forms, will be completed in electronic format via the email address linked to your Card. You may unsubscribe from the electronic communications at any time by contacting customer service at 1-888-769-8605.

If you identify an error in any transaction record, you must address such error with the applicable merchant. If there is any dispute in regard to purchases you make using the Card, you agree to settle such disputes with the merchant from whom the purchase was made. Please ask the merchant for any return policy that may apply to purchases made with the Card. We are not responsible for any problems you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.

Arbitration: Subject to all other terms of this Agreement, and to the extent not prohibited by Applicable Law, you agree that any claim of any kind against us, the Program Manager, the Program Sponsor or Visa arising from or related to this Agreement or the use of the Card (i) shall be resolved by final and binding arbitration before a single arbitrator at Toronto, Ontario and (ii) shall not be brought through class or individual litigation proceedings. If such a claim is advanced by class proceeding by any other person on your behalf, you will opt out of, or not opt into, such proceedings as circumstances dictate.

Complaints: If you have a complaint or inquiry about any aspect of your Card, you may first attempt to resolve the complaint or inquiry by calling our toll-free customer service number at **1-888-769-8605 (Step 1)**. If customer service is unable to resolve the complaint or inquiry to your satisfaction, you may submit your complaint via email at oxfordgiftcards@mycardholdersupport.com **(Step 2)**. We will do our best to resolve your complaint. If for some reason we are unable to resolve the issue to your satisfaction, you may refer your inquiry or complaint in writing to Equitable Bank's Dispute Resolution Office (DRO), **Step 3** of Equitable's Customer Complaint Handling Procedure can be found at <https://www.eqbank.ca/legal/customer-complaint-handling-procedures>.

In addition, there are external agencies that monitor Canada's financial industry. If you are not satisfied with the recommendation made by the DRO, you can refer your complaint to the Ombudsman for Banking Services and Investments (OBSI), an independent external complaints body, for further review.

If you choose to contact the OBSI, please do so within 180 calendar days from the date you received a response from the DRO. You may also contact the OBSI if it has been more than 56 calendar days from the day you made your complaint to us and you have yet to receive a final response.

You may contact OBSI by letter, telephone, email or through its website at:

Ombudsman for Banking Services and Investments

20 Queen Street West, Suite 2400, P.O. Box 8

Toronto, Ontario M5H 3R3

Telephone: 1-888-451-4519

Email: ombudsman@obsi.ca

www.obsi.ca

If the Cardholder has a concern regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the concern may be communicated at any time to the Financial Consumer Agency of Canada, either in person, by letter, by telephone, or through its website at:

Financial Consumer Agency of Canada

427 Laurier Avenue West, 6th Floor

Ottawa, ON, K1R 1B9

Telephone: 1-866-461-3222

www.canada.ca/en/financial-consumer-agency

Equitable Bank has adopted a number of “Voluntary Codes of Conduct and Public Commitments”, which are available at <https://www.eqbank.ca/legal/voluntary-codes-of-conduct>.

Notice of Data Protection And Privacy Policy: Notice of Data Protection And Privacy Policy: You consent to the collection, use and sharing of your personal information, including with, but not limited to, our service providers, in accordance with the terms of the Equitable Bank Privacy Agreement and federal privacy legislation. A copy of our Privacy Agreement is available at <https://www.equitablebank.ca/privacy-agreement>. This Privacy Agreement may be amended, replaced or supplemented from time to time. The term “personal information” used in this Agreement, shall have the meaning set out in the Privacy Agreement. For greater certainty, personal information includes information relating to your Card and any transactions involving your Card. We and our service providers may obtain personal information (“Cardholder Information”) about you (e.g., your name, address, telephone number, email address and date of birth), your use of the Card and related services, including information (i) provided to us by our service providers, (ii) provided by you when contacting our customer services (see Contact Information section of the Agreement), (iii) provided by you when registering your Card, and (iv) about your Card transactions, such as the date, amount and place of each transaction. We and our service providers may obtain Cardholder Information directly from you and from other sources including from third party providers of identification verification, demographic and fraud prevention services. You consent to the collection, use, disclosure and retention of your Cardholder Information by Equitable Bank, and its service providers as described in this Agreement. The collection of that information is necessary for the entering into and the performance of this Agreement. Therefore, if you do not consent to the collection, use, disclosure and retention of this information as set forth in this Agreement, you may not use the Card. You consent that, in the event that you voluntarily provide personal information to a Distributor, such personal information may be shared by the Distributor with us or with our service providers. We and any applicable service provider may also, in such circumstances, share Cardholder Information with the applicable Distributor in order to provide you with the Card and related services. You may communicate with us through our customer service toll-free number or the Website with regard to requests to access or rectify information related to you that we have obtained or you may send a written request to us as outlined in our Privacy Agreement. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information unless otherwise specifically disclosed or agreed to by you. We maintain physical, electronic, and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information.

Disclosure: We will disclose your Cardholder Information to our service providers to assist us in providing services to you and to provide related services to us. We and our service providers may use and store Cardholder Information at facilities in various countries (including Canada and the United States) to process Card transactions, to provide customer service, to process claims for lost or stolen Cards, to help protect against fraud, and to conduct research and analysis with our Cardholders through mail, phone or email surveys. If you have provided your consent, we, and/or our service providers may use Cardholder Information for direct mail communications and/or emails about upcoming promotions and offers. We may also provide information about you and your participation in the program to our service providers. We may provide certain Cardholder Information to others as permitted by Applicable Law, such as to government entities or other third parties in response to subpoenas.

The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, we will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above. Should you not wish to accept these data protection terms and conditions or wish to withdraw your consent and cancel the Card, you must communicate with customer service and request we cancel the Card and discontinue any further use of your personal information.

No Warranty of Availability or Uninterrupted Use: FROM TIME TO TIME, CARD SERVICES MAY BE INOPERATIVE, AND WHEN THIS HAPPENS, YOU MAY BE UNABLE TO USE YOUR CARD OR OBTAIN INFORMATION ABOUT THE BALANCE ON YOUR CARD. PLEASE NOTIFY US IF YOU HAVE ANY PROBLEMS USING YOUR CARD. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE.

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

Third Party Claims: In the event we reimburse you for a refund claim you have made, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited to you. If we do not exercise our rights under this section, we do not give up our rights to exercise them in the future.

Disclaimer of Warranties: EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY APPLICABLE WARRANTIES SET OUT IN THE CONSUMER PROTECTION ACT (QUÉBEC), WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

Limitation of Liability: IF YOU CANNOT USE YOUR CARD FOR ANY REASON, WE ARE NOT LIABLE WHETHER THE REASON WAS WITHIN OUR CONTROL OR NOT. YOU UNDERSTAND AND AGREE THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AND IN ADDITION TO THOSE LIMITATIONS ON EQUITABLE BANK'S LIABILITY SET OUT ELSEWHERE IN THIS AGREEMENT, WE ARE LIABLE TO YOU ONLY FOR DIRECT DAMAGES RESULTING FROM OUR GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT ARISING DIRECTLY FROM OUR PERFORMANCE OF OUR OBLIGATIONS UNDER THIS AGREEMENT; WE WILL NOT BE LIABLE TO YOU FOR ANY OTHER DIRECT DAMAGES. IN ADDITION, WE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU FOR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER FORESEEABLE OR UNFORESEEABLE LOSS RESULTING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED TO YOU, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF DAMAGES OR WERE NEGLIGENT. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO HONOUR THE CARD, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATIONS SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE, OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. THESE LIMITATIONS APPLY TO ANY ACT OR OMISSION OF EQUITABLE BANK, ITS AFFILIATES, AGENTS OR SUPPLIERS, WHETHER OR NOT THE ACT OR OMISSION WOULD OTHERWISE GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT, STATUTE OR ANY OTHER DOCTRINE OF LAW.

Website and Availability: Although considerable effort is made to ensure that our Website and other operational and communications channels are available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, Website changes, or failures, nor will we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed

conflicts. We will not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. You agree to act responsibly with regard to the Website and its use. **You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.**

Entire Agreement: This Agreement sets forth the entire understanding and Agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or Agreements with respect to such subject matter.

Governing Law: The parties agree that any claim or action brought pursuant to this Agreement will be brought in the exclusive jurisdiction of the courts of Ontario and this Agreement will be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

FOR RESIDENTS OF QUÉBEC ONLY: You acknowledge and agree that you have first been presented with and have examined the French version of this Agreement, and that you then have expressly requested that this Agreement, and all related documents including notices, be drawn up in the English language and that you wish to and agree to be bound by the English version of this Agreement. Vous reconnaissez et convenez que la version française de la présente entente vous a d'abord été présentée et que vous l'avez examinée, et que vous avez ensuite expressément demandé que la présente entente et tous les documents connexes, y compris les avis, soient rédigés en anglais et que vous souhaitez être lié par la version anglaise des présentes et que vous acceptez de l'être.

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

Severability: If any of the terms of this Agreement are invalid, changed by Applicable Law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been included in this Agreement.

Contact Information: If you have questions regarding the Card, the Card's Balance, or this Agreement, or if you need to report a lost or stolen Card, you may call customer service at 1-888-769-8605.

Visa is a registered trademark.

Effective: November 1, 2024