

## IMPORTANT – PLEASE READ CAREFULLY

### Peoples Trust Company Cardholder Agreement

#### Rogers Prepaid MasterCard®

It is important that you read and understand this Cardholder Agreement because you will indicate your acceptance of this Cardholder Agreement and of the monthly maintenance service charge if you click on the “Accept” button during the registration process for the Rogers Prepaid MasterCard.

**Virtual Card Issuer:** The Rogers Prepaid MasterCard is issued by Peoples Trust Company pursuant to license by MasterCard International.

**Virtual Card Information and Balance:** For Virtual Card terms and conditions or to check your balance visit [www.Rogers.com/prepaidcard](http://www.Rogers.com/prepaidcard) or call Customer Service at 1-888-705-3388.

#### Virtual Card Restrictions:

- Your Virtual Card can be used only within the Rogers suretap™ wallet application. The Virtual Card can only be used to purchase goods and services at any point of sale that accepts MasterCard PayPass. It cannot be used at ATMs to make withdrawals or other transactions, for Internet or mail / telephone order purchases.
- Use of your Virtual Card in certain countries may be restricted at times by Applicable Law.

<b>LIMITS</b> <b>(Subject to change. See Section 15 Amendments for more details)</b>	<b>Restricted Virtual Card</b>	<b>Unrestricted Virtual Card</b>
Maximum card balance	\$200	\$500
Maximum number of loads per card per day	1	1
Maximum number of loads per card per month	No limit	15
Maximum number of loads per card lifetime	3	No limit
Minimum amount per load transaction	\$25	\$25
Maximum amount per load transaction	\$100	\$100
Maximum daily cumulative amount for load transactions per card	\$100	\$100
Maximum monthly cumulative amount for load transactions per card	\$200	\$500
Maximum cumulative amount of loads per card lifetime	\$250	No limit
Maximum number of POS transactions per card per day	20	20
Maximum amount per POS transaction	\$100	\$100
Maximum daily cumulative amount for POS transactions per card	\$200	\$500
Maximum monthly cumulative amount for POS transactions per card	\$250	\$500

**Expiry of Virtual Card and Access to Balance:** Your right to use the funds loaded on the Virtual Card, other than Promotional Funds, will not expire. The Virtual Card prepaid payment product viewed through the Rogers suretap™ Wallet has a 3 year expiry date. Upon expiry of the Virtual Card, Peoples Trust may in its discretion (i) issue a new Virtual Card loaded with funds equal to the outstanding Balance; or (ii) mail

a cheque to you within forty five (45) business days in the amount of the remaining Balance on your Virtual Card.

**Virtual Card Service Charges**

The Virtual Card service charges disclosed below are available at [www.Rogers.com/prepaidcard](http://www.Rogers.com/prepaidcard) or through the Rogers suretap™ Wallet application. You acknowledge being advised of the Virtual Card service charges and hereby agree to pay applicable charges in effect for the services available under this Agreement.

<b>VIRTUAL CARD SERVICE CHARGES</b> <b>(Subject to change. See Section 15 Amendments for more details)</b>		<b>Restricted Virtual Card</b>	<b>Unrestricted Virtual Card</b>
Activation		FREE	FREE
Monthly maintenance - first due 31 days after activation date - applicable for as long as the Card is active		\$2.50	\$2.50
Reload - from credit card, per load		\$2.00	\$2.00
Point of sale (POS) transaction – including international		FREE	FREE
Foreign currency transaction (see Section 10 for details)		2.5%	2.5%
Account access	Website ( <a href="http://www.Rogers.com/prepaidcard">www.Rogers.com/prepaidcard</a> )	FREE	FREE
	Automated IVR	FREE	FREE
	Live Customer Service	FREE	FREE
	Paper statement (by mail), per statement	\$3.00	\$3.00
Virtual Card Replacement, per replacement		\$2.50	\$2.50
Card cancellation (includes balance refund processing as described in the Agreement)		\$10.00	\$10.00

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

**Lost or stolen Virtual Card or Mobile Device:**

The Virtual Card will be stored in your mobile device. If you lose your device, someone may be able to use the Balance on the Virtual Card, because the Virtual Card may be used without a PIN to make purchases. To protect the Virtual Card credentials, we recommend that you use the security features of the Rogers suretap™ Wallet before accessing the Virtual Card or making payments.

You are solely responsible for the safety and control of the Virtual Card. You must exercise reasonable care in safeguarding the Virtual Card from risk of loss or theft.

If you lose your mobile device, you should immediately call our toll-free Customer Service at 1-888-705-3388. You will need to provide the name associated with the Virtual Card, and the last four (4) digits of the Virtual Card number and any other information we may require to identify and assist you. Peoples Trust will then lock the Virtual Card for sixty (60) days. If you find your mobile device within sixty (60) days of reporting the device lost or stolen, Peoples Trust will unlock the Virtual Card once you have passed a

verification process. If you cannot find the mobile device within sixty (60) days of reporting it lost or stolen, then Peoples Trust will cancel the Virtual Card and remit to you any Balance remaining, minus the applicable Virtual Card service charges, via cheque within forty five (45) days of the cancellation date. Peoples Trust will require your current and accurate mailing address. If you need to update your mailing address, please contact Customer Service. The Balance refunded in this manner will reflect the amount associated with your original Virtual Card, once all transactions authorized before Peoples Trust was able to act on your request have been processed.

If you have had your mobile device stolen, or have lost your mobile device, and you purchase a new mobile device and complete the activation process from the Rogers suretap™ Wallet within sixty (60) days of reporting your device lost or stolen, Peoples Trust will issue a replacement Virtual Card and will load the remaining Balance of the original Virtual Card, minus any applicable service charges, onto the replacement Virtual Card. A replacement card service charge applies to this procedure.

Peoples Trust will have a Customer Service Representative or automated voice response system available twenty-four (24) hours a day, seven (7) days a week that will allow immediate cancellation of the Virtual Card upon your request. Your will be required to respond to an identifying question taken from your personal information on record.

With the MasterCard Zero Liability Policy (<http://www.mastercard.ca/zero-liability.html>), you will not be liable for any unauthorized POS Transactions made with the your lost or stolen Virtual Card unless you have not been prompt in advising us that the Virtual Card has been lost or stolen or has been grossly or intentionally negligent or engaged in fraud. Verification of a MasterCard Zero Liability claim can take up to one hundred and twenty (120) days and may require a police investigation. You agree to cooperate fully in any such investigation as required by Peoples Trust. Zero Liability protection is provided under the following conditions: (i) you have a Virtual Card in good standing; (ii) you have exercised reasonable care in safeguarding the Virtual Card; (iii) you have not reported two or more unauthorized events in the past twelve (12) months.

**Partial Payment Purchase Transactions:**

If you wish to conduct a split tender transaction, where you use the Virtual Card as partial payment for goods and services and pay the remainder of the balance with another form of payment, and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Virtual Card to the Virtual Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split tender transaction prior to tapping your mobile device containing the Virtual Card, your Virtual Card may be declined.

## 1. Definitions

**“Agreement”** means this Cardholder Agreement between Peoples Trust Company and the Cardholder and all documents that are expressly referred to herein. **“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.

**“Applicable Law”** means the *Trust and Loan Companies Act (Canada)*, the *Personal Information Protection and Electronic Documents Act (Canada)*, the *Act Respecting the Protection of Personal Information in the Private Sector (Quebec)*, the *Consumer Protection Act (Quebec)*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA)*, PCI DSS or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Peoples Trust and the Distributor are subject to, or any bylaw, operating rule or regulation of MasterCard.

**“Balance”** means the value of the funds that are loaded onto the Virtual Card and are available for spending.

**“Cardholder”**, **“you”** and **“your”** mean the individual in whose name the Virtual Card has been issued.

**“Distributor”** means Rogers. For greater certainty, the Distributor is not an agent, mandatary or representative of Peoples Trust.

**“Governmental Authority”** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, commission, board, professional agency, tribunal, organisation, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Peoples Trust and/or the Distributor or any Person, property, transaction, activity, event or other matter related to this Agreement. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority’s underlying mandate, function or activity.

**“KYC Authentication Process”** means the Peoples Trust cardholder identification verification system.

**“MasterCard”** means MasterCard Incorporated and its successors and assigns.

**“Person”** means an association, a corporation, an individual, a partnership, a trust, an unincorporated organization or any other entity or organization.

**“Prepaid Card Credentials”** mean the Cardholder name and surname, the last four digits of the Virtual Card number and the Virtual Card expiry date, all of which are stored within the NFC mobile chip embedded in your mobile device.

**“Promotional Funds”** mean any funds we or the Distributor may load onto the Virtual Card, at our or the Distributor’s discretion, at no cost to the Cardholder.

**“Restricted Virtual Card”** means a Virtual Card whose Cardholder has not yet completed the KYC Authentication Process.

**“Rogers”** means Rogers Communications Inc. and its successors and assigns.

**“Rogers suretap™ Wallet”** means the downloadable wallet application, offered by the Distributor or its affiliates, in which the Prepaid Card Credentials will be stored and viewed, enabling a Cardholder to make purchases with the Virtual Card on their mobile device and complete transactions at participating MasterCard PayPass™ merchants with POS terminal support.

**“Transaction Amount”** is the amount that is debited from the Balance in connection with the Cardholder’s use of the Virtual Card to purchase goods or services, which includes the amount of the Balance to be transferred, the Virtual Card service charges and the taxes imposed to complete the transaction.

**“Unrestricted Virtual Card”** means a Virtual Card whose Cardholder has completed the KYC Authentication Process.

**“Virtual Card”** means the Rogers Prepaid MasterCard branded, non-printed card issued by Peoples Trust Company for use with the Rogers suretap™ Wallet application loaded on your mobile device. In order for you to use the Virtual Card, you must have accepted the Rogers terms of use for the Rogers suretap™ Wallet application.

**“We”, “us”, “our”** and **“Peoples Trust”** mean Peoples Trust Company, the issuer of the Virtual Card, and all associated third parties required to fulfill and manage the Cardholder’s Virtual Card other than Rogers and affiliates of Rogers.

## **2. Agreement**

This Agreement constitutes a binding agreement between Peoples Trust and the Cardholder with respect to the terms of use of the Virtual Card that will be issued to you by Peoples Trust via the Rogers suretap™ Wallet if you complete the Virtual Card registration process. The Cardholder must accept the terms and conditions set out herein before their Virtual Card can be activated. Rogers is not a party to this Agreement.

The Cardholder may review the most current version of this Agreement at any time at [www.Rogers.com/prepaidcard](http://www.Rogers.com/prepaidcard) (the **“Website”**) or by selecting the ‘legal’ link in the Rogers suretap™ Wallet application. The Cardholder may review the most current version of our privacy policy at [www.peoplestrust.com/legal/peoples-trust-privacy-policy/](http://www.peoplestrust.com/legal/peoples-trust-privacy-policy/).

## **3. The Virtual Card**

Upon acceptance of the Cardholder Agreement and completion of the activation process from the Rogers suretap™ Wallet, the Cardholder will be provided with a Virtual Card, which will be a prepaid MasterCard associated with the Cardholder’s name. The Virtual Card is a reloadable, prepaid card that can be used with the Rogers suretap™ Wallet application to purchase goods and services at any point of sale (**“POS Transaction”**) that accepts MasterCard PayPass, subject to merchant purchase limits. The Virtual Card cannot be used at ATMs for withdrawals or other transactions, or for Internet or mail / telephone order purchases.

Cardholders must be 19 years of age or older, must have accepted the Rogers terms of use for the Rogers suretap™ Wallet, and are restricted to one Virtual Card per person. The Virtual Card is not a credit card,

charge card or debit card, and its use will not enhance or improve the Cardholder's credit rating. No interest, dividends or other earnings will be paid on the Virtual Card Balance. Neither the Virtual Card nor the Balance is a deposit account, and the Balance on the Cardholder's Virtual Card is not insured by the Canada Deposit Insurance Corporation (CDIC) or by any other federal or provincial agency. The Cardholder has no rights to write cheques on the outstanding Balance of funds available on the Virtual Card, but is strictly limited to the right to use the Virtual Card in accordance with this Agreement as payment for goods and services from merchants that accept MasterCard PayPass.

#### **4. Ownership**

The Virtual Card is owned by Peoples Trust and will remain the property of Peoples Trust. The Virtual Card is provided to the Cardholder for use so long as the Cardholder continues to act in accordance with the terms and conditions set out in this Agreement, as amended from time to time. The Cardholder shall notify Peoples Trust immediately by calling Customer Service at 1-888-705-3388 in the event that the Cardholder's mobile device is stolen or lost. The Cardholder agrees to delete the Virtual Card from the Cardholder's Rogers suretap™ Wallet application as Peoples Trust directs, immediately upon request by Peoples Trust. The Virtual Card is provided to the Cardholder only. The Cardholder may not sell, assign, or transfer the Virtual Card to a third party.

#### **5. Activating the Virtual Card**

The Virtual Card has no value until it is activated by Peoples Trust and funds are loaded onto it by the Cardholder or, at our option, Promotional Funds are loaded onto it by the Distributor or us. The Virtual Card can only be activated through the Rogers suretap™ Wallet application. The Cardholder will need to provide their first name, last name and date of birth and such other information required to comply with Applicable Law. We strongly recommend that the Cardholder write down the Customer Service number, and the last four (4) digits of the account number of the Virtual Card, and keep them separate from the Cardholder's mobile device in case of the theft or loss of the Cardholder's mobile device.

The Virtual Card and any funds loaded onto the Virtual Card will remain locked until such time as you have indicated your acceptance of this Agreement. Any Virtual Card service charges payable under this Agreement by you will be deducted from the Virtual Card Balance.

#### **6. Use of the Virtual Card**

The Cardholder agrees to only use the Virtual Card for legal purposes. The Cardholder may access any Balance available on the Virtual Card through the Rogers suretap™ Wallet to purchase goods and services wherever MasterCard PayPass is accepted, subject to merchant purchase limits. The Virtual Card can be used in a manner similar to the way a physical PayPass card is used, by selecting the Virtual Card in the Rogers suretap™ Wallet and tapping the mobile device over the PayPass-enabled POS terminal. When the Cardholder uses the Virtual Card, the amount of the purchase plus any applicable Virtual Card service charges (for example, foreign currency transactions) and taxes for the transaction will be deducted from the Balance associated with the Cardholder's Virtual Card.

If the available Balance on the Virtual Card is insufficient to complete the transaction and pay the associated Virtual Card service charges and taxes, the transaction will most likely be declined.

In the case of a refund, a merchant may not process a credit to the Cardholder's Virtual Card unless Peoples Trust is able to verify a previous debit processed by that merchant for an amount equal to or greater than the amount of the credit.

## **7. Information about Balance and Promotional Funds**

It is the Cardholder's responsibility to keep track of the Balance remaining on the Cardholder's Virtual Card. The Cardholder's Virtual Card Balance and transaction history are available through the Website at [www.Rogers.com/prepaidcard](http://www.Rogers.com/prepaidcard). The current Balance and the most recent ten (10) transactions can be viewed through the Rogers suretap™ Wallet application. The Cardholder may also call Customer Service toll-free, twenty-four (24) hours a day, seven (7) days a week at 1-888-705-3388 to obtain the current Balance amount or the last 50 transactions from the Cardholder's transaction history. The Cardholder's Virtual Card Balance will reflect all transactions that have been posted to our system. Virtual Card service charges will be included in the transaction history.

The maximum Balance that a Cardholder may have on his Virtual Card at any time may not exceed the applicable product limits.

Promotional Funds, as may be provided by the Distributor in its discretion for the Cardholder's participation in the program, will count towards the limits as set out above. For example, if the Cardholder has already reached the maximum number of transactions for the period, or if the maximum permitted dollar amount has already been loaded to the Virtual Card, an attempted load may fail.

If the Cardholder has a question about, or concern with, a posted transaction (e.g. a transaction that appears to be a duplicate transaction) the Cardholder must notify us immediately and no later than sixty (60) days from the date of the transaction at 1-888-705-3388, or the Cardholder will have been deemed to have accepted such posted transaction. The Cardholder must provide the last four digits of the Cardholder's Virtual Card number, the Cardholder's first and last name, date of birth, Virtual Card expiry date and any other information we may require to identify and assist the Cardholder, as well as the date and the dollar amount of the error and a clear explanation as to why the Cardholder believes there is an error. If we ask the Cardholder to write to us with a description of the Cardholder's question or concern, the Cardholder agrees to do so within five (5) business days. We will investigate and will notify the Cardholder of the results of our investigation within sixty (60) business days. If you are not satisfied with the results of our investigation, please refer to Section 12 (*Complaints*) of the Agreement.

Merchants should provide to Cardholders a paper record of each POS Transaction for which the Cardholder uses the Virtual Card. It is the Cardholder's responsibility to obtain such a record from the merchant and ensure that it is accurate. Neither Peoples Trust nor the Distributor is responsible for providing the Cardholder with any transaction record or periodic statement. If the Cardholder identifies an error in any transaction record, the Cardholder must address the error directly with the merchant.

The Virtual Card will be valid and usable through the Rogers suretap™ Wallet application until either the Balance is reduced to zero or the expiration date of the Virtual Card, whichever occurs first. The Cardholder's Virtual Card's validity can be extended by contacting our Customer Service. Refer to Section 19 (*Contact Us*) for the Customer Service number and mailing address.

If the Cardholder's Virtual Card has a nil or negative Balance and transactions are conducted while the Virtual Card is in this state, upon becoming aware of such transactions, Peoples Trust will disable the

Virtual Card to prevent any further transactions until the Balance on the Virtual Card is brought back into credit. The Cardholder must not attempt to cause a Card to have a negative Balance. If a negative Balance is created on the Cardholder's Virtual Card following any transaction initiated or authorized by the Cardholder, then the Cardholder agrees to repay the amount of the negative Balance to us within ten (10) days of such transaction.

If the Cardholder's Virtual Card has a negative Balance for sixty (60) consecutive days, Peoples Trust will put the Virtual Card into a dormant state. The Cardholder can call Customer Service at 1-888-705-3388 to have the Cardholder's Virtual Card reactivated, once the Virtual Card has been returned to a positive Balance.

If there are no POS or load transactions processed on the Cardholder's Virtual Card for ninety (90) consecutive days, and the Balance on the Virtual Card is nil or negative, Peoples Trust will put the Virtual Card into a dormant state so that no other transactions can be processed. The Cardholder can call our toll-free Customer Service number to have the Cardholder's Virtual Card reactivated.

## **8. Reloading the Virtual Card**

To load a Balance on the Virtual Card, the Cardholder will provide funds through the Rogers suretap™ Wallet directly from an active credit card issued in the name of the Cardholder. The Distributor may elect in its sole discretion to load promotional funds onto the Virtual Card. Promotional Funds and associated load transactions will be subject to the limits set for the Virtual Card.

Subject to applicable Virtual Card service charges, funds loaded to the Virtual Card will be available immediately after the load is confirmed by Peoples Trust. The Cardholder may not exceed the Balance available on the Cardholder's Virtual Card for any POS Transaction.

In the event that the Cardholder receives cash or credit in excess of what has been paid by the Cardholder, or, in the case of promotional funds, by the Distributor, through error or mistake on the part of Peoples Trust or otherwise, Peoples Trust may correct such an error when discovered and adjust the Balance available on the Cardholder's Virtual Card. The Cardholder agrees to any such adjustment to immediately reimburse Peoples Trust for any excess cash or credit received.

## **9. Personal Information Consent**

Peoples Trust may obtain personal information ("**Cardholder Information**") about a Cardholder, including information (i) such as the Cardholder's name and/or address, provided by the Cardholder during Customer Service calls, and (ii) transactional data about purchases the Cardholder made with the Virtual Card, such as the date of the purchase, category of purchase and the amount and the place of purchase. We may also obtain information from providers of identity verification data and demographic information, in connection with our efforts to protect against fraudulent or unauthorized use of the Virtual Card and regulatory compliance. Only those persons who need it to perform their job responsibilities and are employed by Peoples Trust or by the third party service providers authorized by Peoples Trust are authorized to have access to Cardholder Information unless otherwise specifically disclosed in this Agreement or agreed to by the Cardholder. Peoples Trust also maintains physical, electronic, and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information.

Your Cardholder Information will be kept in a file located outside Canada. You may, at any time, have access to the file through the Website or by calling Customer Service at 1-888-705-3388. If any of your Cardholder Information changes or becomes inaccurate or out of date, you agree to promptly and without delay inform Customer Service at 1-888-705-3388 so that we may revise our records.

**Disclosure: We may use Cardholder Information to process Virtual Card transactions, to provide Customer Service in other countries in which we service our Cardholders, to process claims for lost or stolen Virtual Cards, to help protect against fraud, and to conduct research and analysis with our Cardholders through mail, phone or email surveys. Peoples Trust may be required to provide certain Cardholder Information to others, such as to government entities or other third parties in response to subpoenas. Subject to Applicable Law, Peoples Trust may provide Cardholder Information and information about the Cardholder's participation in the program to the Distributor and the Distributor may use such Cardholder Information for processing refunds and for the purpose of statistical, analytical, marketing and/or promotional purposes in accordance with Applicable Law.**

The Cardholder recognizes that the processing of the personal information the Cardholder provides to us may involve the information being transferred to individual or organizations outside the jurisdiction in which the Cardholder resides (including disclosure to individuals or organizations in the United States). The laws on data protection in such other countries may differ from those in the Cardholder's country and any personal information transferred to another country will be subject to law enforcement and national security authorities in that country. The Cardholder hereby gives his consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above. Should the Cardholder not wish to accept these data protection terms and conditions, or wish to withdraw his consent, the Cardholder must request we cancel the Virtual Card and discontinue any further use of the Cardholder's personal information.

#### **10. Transactions in Foreign Currencies**

We convert any transactions made in a foreign currency to Canadian dollars using a currency conversion rate in effect on the day the transaction is posted to the Cardholder's Virtual Card. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The currency conversion rate is the MasterCard conversion rate plus a foreign exchange service charge of 2.5%.

However, if a foreign currency transaction is refunded to the Cardholder's Virtual Card, the currency conversion rate used to convert the Cardholder's refund to Canadian dollars for the Cardholder's Virtual Card is the MasterCard conversion rate minus a foreign exchange service charge of 2.5%. As well, the MasterCard conversion rate may not be the same as the rate that existed on the date the transaction was refunded. For these reasons, the amount that is credited to the Cardholder's Virtual Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to the Cardholder's Virtual Card for that transaction.

#### **11. No Liability**

**Except to the extent it is prohibited by law: neither Peoples Trust nor the Distributor will be liable in any way for any dispute arising out of the purchase of merchandise or services using the Virtual Card. Peoples Trust and the Distributor are not responsible for any failure to supply, lack of suitability or quality of any goods or services purchased from retailers through the use of the Virtual Card. Neither**

**Peoples Trust nor the Distributor will be liable for any action or failure to act of a retailer or a refusal by a retailer to honour the Virtual Card whether or not such failure or refusal is as a result of any error or malfunction of equipment used to effect an authorization of the Virtual Card. Peoples Trust will not be liable for any damage, loss or inconvenience the Cardholder may incur if the Cardholder is unable to use the Virtual Card as a result of any failure, error, malfunction or technical problem with, or at, our Distributor's, or with our, or our service providers', systems or equipment.**

## **12. Complaints**

If the Cardholder has a complaint or inquiry about any aspect of the Cardholder's Virtual Card, please first attempt to resolve the complaint or inquiry by calling our toll-free Customer Service number at 1-888-705-3388. If Customer Service is unable to resolve the complaint or inquiry to the satisfaction of the Cardholder, please call the Peoples Trust complaint officer at 1-855-694-6214. Peoples Trust will do our best to resolve the Cardholder's complaint or inquiry. If for some reason Peoples Trust is unable to resolve the issue to the Cardholder's satisfaction, the Cardholder may refer the Cardholder's inquiry or concern to the Ombudsman for Banking Services and Investments at 1-888-451-4519 for resolution. The Cardholder may also communicate the complaint or inquiry to:

Financial Consumer Agency of Canada  
427 Laurier Avenue West, 6th Floor  
Ottawa, ON, K1R 1B9  
Tel.: 1-866-461-3222

## **13. Cancellation**

The Cardholder may at any time terminate this Agreement by deleting the Virtual Card through the Rogers suretap™ Wallet application. Peoples Trust will cancel the Virtual Card and a cheque will be mailed to the Cardholder's address within forty five (45) business days in the amount of the remaining Balance on the Cardholder's Virtual Card less outstanding transactions and Virtual Card service charges. Promotional Funds will not be refunded as per the terms and conditions applicable to such funds, even if still available.

Peoples Trust may terminate this Agreement at any time, at which time the Cardholder will immediately delete the Virtual Card from the Cardholder's Rogers suretap™ Wallet application or otherwise as Peoples Trust directs. A cheque will be mailed to the Cardholder within forty five (45) business days in the amount of the remaining Balance on the Cardholder's Virtual Card less outstanding transactions and Virtual Card service charges.

In the event that there is not a sufficient Balance on the Virtual Card to pay the monthly maintenance charges, Peoples Trust may deactivate the Virtual Card without notice. Despite any termination of this Agreement, the Cardholder must fulfill all of the Cardholder's obligations under this Agreement.

## **14. Entire Agreement**

This sets out the entire Agreement between the parties with respect to the use of the Virtual Card. This Agreement replaces all prior agreements and understandings between the parties with respect to the Virtual Card.

## **15. Amendment**

Peoples Trust may amend the product limits, the Virtual Card service charges or any other terms and conditions of this Agreement at its discretion from time to time upon thirty (30) days prior written notice to you. Such notice will be provided to you by mail, email or an electronic message delivered to your message centre in the Rogers suretap™ Wallet whichever is more likely to come to your attention, and will set out the newly amended clauses, the date of the coming into force of the newly amended clauses and your right to refuse the amendment and rescind the contract without cost, penalty or cancellation indemnity by sending the Peoples Trust a notice to that effect no later than thirty (30) days after the amendment comes into force, in which case the Cardholder can refer to the *Expiry of Virtual Card and Access to Balance* section for more details regarding the access to the Virtual Card Balance. Peoples Trust will display a notice on the following Website ([www.Rogers.com/prepaidcard](http://www.Rogers.com/prepaidcard)) for sixty (60) days immediately before the effective date of the amendment. Peoples Trust will upload the new Cardholder Agreement to the Rogers suretap™ Wallet application and post it on the Website ([www.Rogers.com/prepaidcard](http://www.Rogers.com/prepaidcard)) on or before the effective date of the amendment. Cardholders are required to indicate their acceptance of the new Cardholder Agreement through the Rogers suretap™ Wallet application.

#### **16. Notice**

You hereby expressly consent to Peoples Trust and the Distributor communicating information, notices, messages, service alerts, announcements, agreements, disclosures or other communications (“Communications”), by posting Communications at the Website ([www.Rogers.com/prepaidcard](http://www.Rogers.com/prepaidcard)), by sending you Communications via text message to your mobile device, by sending Communications to the last electronic email address provided by you to Peoples Trust, by sending Communications through regular post, or by sending you Communications through the message center of your Rogers suretap™ Wallet. For the purposes of this Agreement, Communications by Peoples Trust to the Cardholder will be deemed to be given 24 hours after the time Peoples Trust sends Communications containing the required information to the Cardholder by any of the means listed in the preceding sentence. The Cardholder may notify Peoples Trust by contacting the toll-free Customer Service number at 1-888-705-3388.

#### **17. Governing Laws**

The parties attorn to the jurisdiction of British Columbia and this Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia and Canada.

FOR RESIDENTS OF QUEBEC ONLY: The parties attorn to the jurisdiction of Quebec and this Agreement shall be construed in accordance with and governed by the laws of the Province of Quebec and Canada.

#### **18. Severability**

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

#### **19. Contact Us**

Our Customer Service can be reached by calling the toll-free number at 1-888-705-3388, by fax at 1-801-298-6404, or by mail at Rogers Prepaid MasterCard, PO Box 71402, Salt Lake City, UT 84171, USA. Important information can be accessed at the Website: [www.Rogers.com/prepaidcard](http://www.Rogers.com/prepaidcard).

## **20. Language**

You acknowledge that a French version of this document is available to you. The parties agree that this Agreement and all other documents associated with the Agreement and all communications between us will be in English. *Le titulaire de carte reconnaît qu'une version française de cette entente est disponible. Les parties aux présentes conviennent à ce que cette entente et tous autres documents et communications soient rédigés en anglais.*

Effective date: November 19, 2014

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