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Important Disclosures

Summary of key terms in effect as of the date of your application and is subject to change.

To save a copy of the Important Disclosures for your records, scan the code.

www.flexiti.com/disclosures

Initial Credit Limit	Your initial credit limit will be communicated to you on approval and will be shown in your welcome email and on each monthly statement.
Annual Interest Rate	Preferred: 31.99% Standard: 34.99% The above annual interest rates (credit rates in Quebec) are in effect upon approval. You are applying for a credit card with the preferred rate. You agree that if you are not approved for this card, you are applying for a card with the standard rate. You consent to having your application considered for both of these cards. If you are approved for a card with the preferred rate and we do not receive your minimum payment by the payment due date twice within a 12-month period, we may increase your annual interest rate to the standard rate, beginning on the first day of the following statement period.
Interest-free Grace Period	The interest-free grace period is at least 21 days on new purchases from the statement date shown on your monthly statement if we receive payment of the new balance in full by the payment due date.
Determination of Interest	Interest accrues on amounts charged to your account from the date that such amount is charged to your account until payment for that amount has been received by us in full, subject to any applicable grace period, unless interest has been waived or reduced in accordance with the terms of a promotion. For residents of provinces and territories other than Quebec: Interest is calculated each day by multiplying the amount outstanding by the applicable daily interest rate (the applicable annual interest rate divided by 365). For residents of Quebec: Credit charges are calculated at the end of each statement period by multiplying the average daily balance for the statement period by the applicable daily annual interest rate (the applicable annual interest rate divided by 365) and then by the number of days in the period.

Minimum Payment	[Not applicable to Quebec residents] The sum of interest, payment protection insurance premium (if applicable and due monthly), any previous unpaid minimum payment, any payment required under a promotion on your account, fees shown on your monthly statement, plus \$10, or your full balance if it is less than \$10. For residents of Quebec: the greater of A and B: A = 5% of your outstanding balance, excluding equal monthly payments promotional balances, plus any payment protection insurance premium (if applicable and due monthly) B = the sum of interest, payment protection insurance premiums (if applicable and due monthly), any previous unpaid minimum payment, any payment required under a promotion on your account, and fees shown on your monthly statement, plus \$10, or your full balance if it is less than \$10.
Amount Due	“Amount Due” means the total amount you must pay by the payment due date shown on your statement to avoid any additional interest charges and have the benefit of a grace period on new purchases. The Amount Due is calculated as the sum of the following: a) The Revolving Balance for the current statement period (which is the sum of applicable interest, insurance, and fees during the statement period and any unpaid Amount Due amounts from prior statement periods) and, b) The Monthly Payment Due for each of your active “Equal monthly payments” promotional plans during the current statement period and, c) The full balance of all Regular Purchases made during the current statement period and, d) Five percent (5%) of the active monthly balance for each active Same as Cash (SAC) promotional plan (for Quebec residents). Notwithstanding the foregoing, if the calculated Amount Due is less than your Minimum Payment Due for the current statement cycle, your Amount Due will be equal to your Minimum Payment Due.
Foreign Currency Conversion	Not applicable as we only allow charges in Canadian dollars.

Annual Fees	[Not applicable to Quebec residents] \$24.99 (may be waived depending on the merchant where you opened your account). Charged on the first statement after your first transaction and on each anniversary date of your first transaction if you have an outstanding balance. If you do not have an outstanding balance on any anniversary date but make a purchase or receive an extension of credit following that date, you will be charged the annual fee on your monthly statement following that transaction and your anniversary date will then be reset to the date of that transaction. For residents of Quebec: \$39.99 or \$99.99 if you use your account for travel purchases or if you are issued a Flexiti Wave Card™ (may be waived depending on the merchant where you opened your account). Charged on the first statement after your first transaction and on each anniversary date of your first transaction if you have an outstanding balance. If you do not have an outstanding balance on any anniversary date but make a purchase or receive an extension of credit following that date, you will be charged the annual fee on your monthly statement following that transaction and your anniversary date will then be reset to the date of that transaction.
Other Fees	Fees are charged at the time of transaction or occurrence, unless otherwise noted. Payment protection insurance premium and applicable taxes (optional): \$1.39 per \$100 of your outstanding balance per month (plus applicable tax), charged monthly if applicable.

Other Fees	[Not applicable to Quebec residents] Administration fee: may be applicable to promotions and will be communicated before you accept any promotion.
	Non-sufficient funds (NSF) fee: \$10 for each cheque or other instrument used to pay your account that is dishonoured by the financial institution on which it is drawn (this charge is in addition to any non-sufficient funds service fee charged by the financial institution). For Quebec residents, NSF fee is the actual charge paid by Flexiti to a financial institution following the refusal of a cheque or other payment instrument.
Other Fees	[Not applicable to Quebec residents] Paper statement fee: \$5 for each monthly statement that is mailed to you.
	Additional paper statement copy fee: \$10 for an additional mailed hardcopy of a monthly statement.
	Credit balance fee, if your account is inactive and has a credit balance for at least 12 months: The lesser of \$25 or the amount of your credit balance.
	[Not applicable to Quebec residents] Deferral fee: \$59.99 , only applicable on a no interest, no payment promotion of less than 12 months, if you do not pay the full balance by the end of the promotional period. \$99.99 , only applicable on a no interest, no payment promotion of 12 months or more, if you do not pay the full balance by the end of the promotional period. The deferral fee may be waived depending on your purchase amount and the Merchant Partner where you made the purchase.
	[Not applicable to Quebec residents] Overlimit fee: \$29.99 , charged once at the end of a statement period if your balance exceeds your credit limit during the statement period.

Monthly Statement. We will provide a monthly statement for your account if you have a balance owing, a credit balance, or if there has been any activity on your account during the previous statement period.

Lost or Stolen Card. You must notify us right away if your card is lost, stolen, compromised, or your account has been used or you suspect it has been used without your authorization. If your card or account is used without your authorization, your liability is limited to \$50. You will not be responsible for any unauthorized transactions that occur after you have informed us that your card or account information has been lost, stolen or compromised.

How to Contact Us. If you have questions, you may call us at 1-877-259-3745 or email us at service@flexiti.com.

Additional Disclosures for Residents of Alberta

Déclarations à l'intention des résidents de l'Alberta (en anglais seulement) Flexiti Financial Inc.

Licence #349185

Effective January 16, 2024

COST OF BORROWING NOTICE	
This transaction is a form of high-cost credit.	
Credit limit	Your credit limit is provided at the time your application is approved and is shown on each statement.
Total Fees	If your annual interest rate (AIR) is 34.99% (our maximum AIR) and you have a regular credit purchase balance of \$1,000, your total required fees for the extension of credit, including interest for one month will be approximately \$29.16. This does not include premiums for payment protection insurance, which is optional. Your AIR depends upon your creditworthiness and will be disclosed to you when your application is approved. Payment protection insurance is optional.
Initial Annual Interest Rate	34.99% is our maximum AIR for regular credit purchases. Your AIR depends upon your creditworthiness and will be disclosed to you when your application is approved.
Minimum periodic payment	See the Minimum Payment section on the first page of the Cardholder Agreement.
Dishonoured Payment Fee	If your cheque or other payment is dishonoured, our fee is \$25.
Payment schedule	If you have a balance, you will receive a monthly account statement that includes a payment due date.
You can prepay any credit accessed in full or in part at any time without any charge or penalty.	
You cannot be forced to make scheduled payments before a payment is due under the credit agreement.	
You will receive a statement of account at least monthly when you make use of the credit.	
For more information on your rights and protections, visit www.alberta.ca .	

Payment Protection Insurance	
(Optional services are opt-in only and may be cancelled at any time)	
Total Cost of Payment Protection Insurance	\$1.39 per \$100 of your outstanding balance
Payment Schedule for Payment Protection Insurance	Premiums for payment protection insurance are charged to your account monthly. Your monthly statement will indicate whether your insurance premium is due as part of the minimum payment.
You can cancel any optional services or products of a continuing nature by giving 30 days' (or any shorter period provided for in the agreement) notice.	
If you cancel an optional service, you are entitled to a pro-rated refund for any fees paid for any portion of the service that has not been provided at the time of cancellation.	
For more information on your rights and protections, visit www.alberta.ca .	

Additional Disclosures for Residents of British Columbia

Déclarations à l'intention des résidents de la Colombie-Britannique (en anglais seulement)

PLEASE REVIEW THESE DISCLOSURES. These disclosures and your application form part of the Cardholder Agreement. This is a high-cost open credit product.

Credit limit	Your credit limit will be provided when your application is approved and is shown on each statement.
Term of agreement and payment schedule	The Cardholder Agreement does not have a fixed term. You or we may close your account in accordance with the Cardholder Agreement. The Cardholder Agreement remains in effect if a balance is owing on your account. If you have a balance, you will receive a monthly statement that includes a payment due date.
Initial annual interest rate (AIR)	34.99% is our maximum AIR for regular credit purchases. Your AIR depends upon your creditworthiness and will be disclosed to you when your application is approved.
Total cost of credit	If your account AIR is 34.99%, you make a regular credit purchase of \$3,000, and you make equal monthly payments of \$299.87 for 12 months your total cost of credit for one year would be approximately \$598.49. This does not include premiums for payment protection insurance, which is optional. Your AIR and your credit limit will be disclosed to you when your application is approved.
Missed payment	If we do not receive a required minimum payment when due, we may cancel any promotions on your account. As a result, you will be charged interest at the account AIR on amounts that were previously subject to a promotion. We have other rights if you default that are described in Section 19 of the Cardholder Agreement.
Cancellation rights	You may cancel the Cardholder Agreement at any time before the end of the next business day following the date you entered into the Cardholder Agreement. You may also cancel a high-cost credit agreement at any time if the credit grantor did not advise you of your cancellation rights or failed to satisfy certain regulatory requirements. To exercise your cancellation rights, you may complete the cancellation notice provided to you and send it to Flexiti by mail or email to the physical or mailing address indicated below. To cancel, you must also repay the outstanding balance on your account via online banking or by sending a cheque to Flexiti's mailing address set out below.
High-cost lending is regulated by the Province of British Columbia. High-cost credit lenders must be licensed and follow requirements under the <i>Business Practices and Consumer Protection Act</i> . If you have a complaint about a high-cost lender or would like to know more about your rights as a borrower, please contact Consumer Protection BC (the Business Practices and Consumer Protection Authority).	
Optional payment protection insurance	\$1.39 per \$100 of your outstanding balance per month (excluding tax). For example, on a balance of \$1,000 for one year, the total premiums for the year would be \$166.80 (excluding tax). You can cancel payment protection insurance by giving 30 days' notice.
Payment schedule for payment protection Insurance	Premiums for payment protection insurance are charged to your account monthly. Your monthly statement will indicate whether your insurance premium is due as part of the minimum payment.

Flexiti Financial Inc.

Licence #83660

1-877-259-3745 service@flexiti.com

Mailing address: P.O. Box 410 Orangeville, ON, L9W 5G2, Canada

British Columbia address for service: 1800 – 510 West Georgia

Street, Vancouver BC V6B 0M3

Additional Disclosures for Residents of Newfoundland and Labrador
Divulgations supplémentaires pour les résidents de Terre-Neuve-et-Labrador

PLEASE REVIEW THESE DISCLOSURES. These disclosures and your application form part of the Cardholder Agreement. This is a high-cost open credit product.

Credit limit	Your credit limit will be provided when your application is approved and is shown on each statement.
Term of agreement and payment schedule	The Cardholder Agreement does not have a fixed term. You or we may close your account in accordance with the Cardholder Agreement. The Cardholder Agreement remains in effect if a balance is owing on your account. If you have a balance, you will receive a monthly statement that includes a payment due date.
Initial annual interest rate (AIR)	34.99% is our maximum AIR for regular credit purchases. Your AIR depends upon your creditworthiness and will be disclosed to you when your application is approved.
Total cost of credit	If your account AIR is 34.99%, you make a regular credit purchase of \$3,000, and you make equal monthly payments of \$299.87 for 12 months your total cost of credit for one year would be approximately \$598.49. This does not include premiums for payment protection insurance, which is optional. Your AIR and your credit limit will be disclosed to you when your application is approved.
Missed payment	If we do not receive a required minimum payment when due, we may cancel any promotions on your account. As a result, you will be charged interest at the account AIR on amounts that were previously subject to a promotion. We have other rights if you default that are described in Section 19 of the Cardholder Agreement.
Cancellation rights	You may cancel the Cardholder Agreement at any time before the end of the fourth day after Flexiti provides you with the Cardholder Agreement. You may also cancel the Credit Agreement at any time if Flexiti did not advise you of your cancellation rights or failed to satisfy certain regulatory requirements. To exercise your cancellation rights, you may complete the cancellation notice provided to you and send it to Flexiti by mail or email to the physical or mailing address indicated below. To cancel, you must also repay the outstanding balance on your account via online banking or by sending a cheque to Flexiti's mailing address set out below.
Optional payment protection insurance	\$1.39 per \$100 of your outstanding balance per month (excluding tax). For example, on a balance of \$1,000 for one year, the total premiums for the year would be \$166.80 (excluding tax). You can cancel payment protection insurance by giving 30 days' notice.
Payment schedule for payment protection Insurance	Premiums for payment protection insurance are charged to your account monthly. Your monthly statement will indicate whether your insurance premium is due as part of the minimum payment.

Flexiti Financial Inc.

Licence #

1-877-259-3745 service@flexiti.com

Mailing address:

P.O. Box 410 Orangeville, ON, L9W 5G2, Canada

Newfoundland address for service:

10 Fort William Place 5th Floor,

P.O. Box 5939 St. John's, NL, A1C

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In this Cardholder Agreement: between the credit limit and the balance that is outstanding. **"Account"** means the credit card account we open and maintain for you;

A. **"AIR"** means your annual interest rate for Regular Credit Purchases;

B. **"Card"** means the physical, virtual or electronic credit card or other electronic form or method that we provide for you: to access your Account, to conduct transactions with Merchant Partners, or as we otherwise permit from time to time at our sole discretion;

C. **"Cardholder Agreement"** means this Cardholder Agreement, the Important Disclosures and the Privacy Agreement provided to you with your application and in your welcome email (which are incorporated by reference), each as amended from time to time;

D. **"Important Disclosures"** means the Important Disclosures document provided to you when you applied for your account and in your welcome email.

E. **"Merchant Partner"** means a retailer that accepts the Card or the Account for purchases;

F. **"Regular Credit Purchase"** means a purchase or other extension of credit on your Account that is not subject to a promotion, and includes any outstanding balance owing for a promotion that is no longer subject to a promotion after the promotional expiry date or current amount due date, or after a promotion has been terminated or has expired without the full amount owing being paid. Regular Credit Purchases are subject to interest unless a grace period applies;

G. **"we", "us", "our", and "Flexiti"** mean Flexiti Financial Inc., the issuer of the Card and the Account; and

H. **"you" and "your"** mean the individual whose is the holder of an Account according to our records;

1. **Application of this Cardholder Agreement.** This Cardholder Agreement applies to you once you have been approved for an Account. If the Account is used (whether in person, online or by any other channel), it will mean that you have read, understood and accepted all of the terms and

conditions of this Cardholder Agreement. You agree that all purchases and any other authorized transactions and charges to your Account will be governed by this Cardholder Agreement and that you will pay us for all purchases, interest, fees, and other charges to your Account.

2. **Credit Limit.** Your Account credit limit will be communicated to you at the time your application is

approved. If your credit limit is not communicated to you at the time your application is approved, your credit limit will be communicated to you in your welcome email and in each monthly statement. We may change your credit limit periodically, provided that, where required by law, we will obtain your consent for a credit limit increase. The amount of credit that is available to you at any time is the difference

on the Account at that time. Depending on your method of payment, it may take up to 5 business days before your available credit is increased by the amount of any payment. At our discretion, we may approve your transaction if it exceeds your credit limit. If your balance exceeds your credit limit, we may charge an overlimit fee as described in the Important Disclosures. To request a change to your approved credit limit, please contact our customer service center at 1877-259-3745.

3. **Promotions.** From time to time, we may make promotions available to you in connection with purchases or other transactions charged to your Account, including at the time of your application, including one of the below promotions. Promotions are subject to the terms and conditions outlined below unless otherwise noted at the time of the offer. The length or expiration date of your promotion, and any applicable administrative fees charged by Flexiti will be communicated to you before you complete your transaction and will be reflected on your monthly statement. All promotions are subject to our rights set out in this Cardholder Agreement, including our rights to cancel promotions if you do not make payments when required.

(a) **Deferred payment – no interest, no payments.** No payments are due on purchases made under this promotion until the promotion's expiry date. No interest is payable for the duration of the promotional term on the balance subject to the promotion. Interest does not accrue on the balance subject to the promotion for the duration of the promotional term. If the promotional balance is not paid in full by the promotional expiry date, immediately following the promotion expiry date, any outstanding balance which was subject to the promotion will then be treated as a Regular Credit Purchase and the applicable deferral fee will be charged to your Account.

(b) **Deferred payment – interest accrues, no payments.** No payments are due on purchases made under this promotion until the promotion's expiry date. No interest is payable during the promotional period,

however, interest at the AIR applicable to Regular Credit Purchases accrues from the transaction posting date and the accrued interest will be charged to your Account if the promotional balance is not paid in full by the promotion's expiry date and any outstanding balance which was subject to the promotion will be treated as a Regular Credit Purchase.

- (c) **Deferred payment – interest accrues, minimum monthly payment applies.** No interest is payable during the promotional period, however, interest at the AIR applicable to Regular Credit Purchases accrues from the transaction posting date and the accrued interest will be charged to your Account if the promotional balance is not paid in full by the promotion's expiry date and any outstanding balance which was subject to the promotion will be treated as a Regular Credit Purchase. Minimum monthly payment applies and will be shown on your

monthly statement **Equal monthly payments - no interest.** No interest is payable for the duration of the promotional term on the balance subject to the promotion. The balance subject to the promotion is to be paid in equal monthly payments for the duration of the promotional term.

- (d) **Equal monthly payments - interest bearing.** Promotional interest is applied during the promotion and accrues until the balance shown on your

monthly statement is paid in full. The balance subject to the promotion is to be paid in equal monthly payments of principal and promotional interest for the duration of the promotional term. The applicable promotional interest rate will be assigned and communicated before you complete your purchase and is dependent on the Merchant Partner and your creditworthiness.

- (e) **Equal monthly payments – no interest, starting with 90 days no payments.** No interest is payable for the duration of the promotional term on the balance subject to the promotion. For 90 days from the date of the transaction, no payments are required, and no interest accrues on the balance subject to the promotion. Following the first 90 days of the promotional period, the balance subject to the promotion is to be paid in equal monthly payments for the duration of the promotional term.

- (f) **Equal monthly payments - interest bearing, starting with 90 days no interest, no payments.** For 90 days from the date of the transaction, no payments are required, and no interest accrues on the balance subject to the promotion. Following the first 90 days of the

promotional period, the promotional interest rate will apply to the balance subject to the promotion, which balance is to be paid in equal monthly payments comprised of principal and promotional interest. The applicable promotional interest rate will be assigned and communicated before you complete your purchase and is dependent on the Merchant Partner and your creditworthiness.

4. **Other Terms of Promotions.** A 1-month promotional term will be 31 days. A 3-month promotional term will be a minimum of 91 days. A 6-month promotional term will be a minimum of 183 days. A 12-month promotional term will be a minimum of 365 days. The minimum number of days for any other promotional term will be calculated by adding together the largest time periods noted in this section that equal the promotional term. For example, an 18-month promotional term will be a minimum of 548 days [12 months (365 days), plus 6 months (183 days) = 548 days]. The amount of the final monthly payment in any equal monthly payments promotion may not be equal to the previous month's payment due to the divisibility of the balance subject to the promotion over the length of the promotional term. If applicable, accumulated paper statement fees may also be added to your final monthly payment.

5. **Using Your Account.** From time to time, Flexiti may make available offers other than those described above or that involve using your Account for uses other than making purchases at a Merchant Partner, such as balance transfers and convenience cheques. Details of any such offers will be available at the time the offer is made. This Cardholder Agreement is applicable to all uses of your Account unless specifically excluded or otherwise modified in the offer. You can use your virtual electronic credit card, physical credit card (if provided) and/or any other form or method that we may provide to use your Account to make purchases wherever it is accepted and as we may otherwise permit. We are not required to extend credit to you at any time. We may require additional information from you and we may impose additional conditions prior to any extension of credit. Advances made to you under your Account may be funded by Flexiti or by an affiliate of Flexiti.

6. **Missed and Late Payments.** If we do not receive a required minimum payment from you by the payment due date, we may, without notice to you, cancel one or more promotions applicable to your Account effective on the date such default occurred. On that date, the affected promotional term(s) will end and any balance(s) subject to promotion(s) will then incur interest at the AIR applicable to a Regular Credit Purchase. If your AIR is lower than our

standard rate set out in the Important Disclosures and we do not receive your minimum payment twice within a 12-month period, we may increase your AIR to the preferred rate set out in the Important Disclosures.

7. **Calculation of Interest.** Transactions may be posted to your Account on a date determined by Flexiti, which may not be the date the transaction is charged to your Account. Interest accrues on any amount charged to your Account from the date that such amount is charged to your Account until payment for that amount has been received by us in full, subject to any applicable grace period, unless interest has been waived or reduced in accordance with the terms of a promotion. Interest is calculated each day by multiplying the amount outstanding on your Account by the applicable daily interest rate (the applicable AIR divided by 365). Interest applicable to your Account compounds daily. You agree that all of your balance shall bear interest before and after maturity, subject to any applicable grace period, and before and after default and judgement at the AIR applicable to your Account as set out herein, as permitted by law. Each fee or other charge that you incur will be subject to interest in the same way as interest applies on a Regular Credit Purchase.

8. **Monthly Statements and Communications.** You will receive, at the email address you have provided to us, a notification email advising that your monthly statement is available for viewing on our website through Flexiti's customer portal. That email will contain a link for you to access your monthly statement. Alternatively, you may choose to receive your monthly statement in the mail, and a paper statement fee will apply as set out in this Cardholder Agreement. Each monthly statement will cover 28 to 33 days, depending on when your billing cycle ends. You must tell us no later than 30 days following the email notification to you advising that your monthly statement is available, of any error or omission in your statement. Otherwise, you have no further right to dispute any transaction shown on that statement and your statement will be considered correct, except for any amount that we have improperly charged (including any amounts undercharged or overcharged), which we can correct at any time. You confirm that receipt of a notification that your monthly statement is available is equivalent to receipt of your monthly statement. If you do not receive your notification email in any month for any reason, you must contact us to advise us of this and obtain any

information required to make all payments when due. We will not issue to you a monthly statement if there is no outstanding balance and/or there has been no activity on your Account. You agree to receive all communications from Flexiti electronically. You must notify us immediately if your email address changes. No paper statements will be issued unless specifically requested by you, unless we are unable to contact you electronically or by telephone or your Account is in default, in which case we may, but are not obligated to, issue you paper statements. You are responsible for making sure that your computer hardware and software, and internet access, enables you to receive and view the documents and emails we send you.

9. **Administration Fees.** Administration fees may apply to purchases made under a promotion. Administration fees vary by Merchant Partner and by promotion and will be communicated to you before you complete your purchase. Outstanding administration fees will be treated as part of your principal balance for interest calculation purposes. The administration fee applicable to equal monthly payment promotions is due and payable in equal monthly instalments over the duration of the promotional term. The administration fee applicable to deferred payment promotions is due and payable on the promotional expiry date. Administration fees are due in full even if the promotional balance is paid off early. Some Merchant Partners may charge their own administration fee in connection with your purchase. Flexiti does not receive this administration fee and is not responsible for the amount or disclosure of any such fee. In the event you have a question about or wish to dispute a Merchant Partner's fee, please contact the Merchant Partner directly.

10. **Your Responsibilities for your Card and Account.** Your Card is reserved strictly for your own use, unless we allow use of your Account by an authorized user. Your Card and any replacement Card shall remain the property of Flexiti at all times. You agree not to use your Card, or your Account for anything that is illegal or fraudulent. We reserve the right to block use of your Card to prevent use of the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account.

If you give the Card and/or Account access to another person or if you otherwise authorize the Account to be charged, you will be liable for the full amount of the transaction. If you have at any time authorized a person to use your Card or access your Account, you will be liable for any transactions incurred on your Account by that person even if you intended to limit that authorization to a particular use, instance, or amount.

You are responsible for the care and control of the Card and Account and any personal identification number, password, answer to security question ("Authentication Information") or other information that may be provided to you with your Card or Account or that you may set with us. You must maintain your Card, Account, and Authentication Information securely, including but not limited to, keeping such information confidential, taking reasonable precautions to ensure that no one finds out or can easily determine such information, and taking reasonable precautions to protect your Card from duplication, loss, or theft. You will be responsible for all amounts and transactions that are incurred on the Account before we receive notice that your Card, Account or any Authentication Information was lost or stolen or became known to an unauthorized person if you did not fulfil your obligation to protect the security of your Card, Account or Authentication Information.

11. **Lost or Stolen Card / Account.** You must notify us right away if the Card is lost, stolen, compromised, or your Account has been used or you suspect it has been used without your authorization. If your Account is used without your authorization, your liability is limited to \$50. You will not be responsible for any unauthorized transactions that occur after you have informed us that your card or account information has been lost, stolen or compromised.

12. **Account Records.** Our records will be conclusive proof of use of the Account and will be considered your written request to perform any transaction. Even though you may be provided with a transaction receipt, verification or confirmation number, the following applies to all transactions or other activity on the Account:

- (a) our acceptance and verification of a transaction will be considered correct and binding unless there is an obvious error that can be corrected by us at any time; and
- (b) a transaction or other activity on the Account will be posted (credited or debited to the Account) on a date determined by us, which may be different than the date on which the transaction or other activity occurred.

13. **Payments.** You must pay at least the minimum payment due (as calculated in accordance with this Cardholder Agreement) shown on your monthly statement. You may prepay all or part of your outstanding Account balance at any time. All payments must be made in money that is legal tender in Canadian currency at the time of payment. Payments may be made electronically

through online banking or by mail to Flexiti at the address shown on your monthly statement. We will credit payments made to us electronically on the business day on which payment is received by us. If you choose to pay by cheque, we will credit payments made through the mail to the Account on the date we receive the cheque.

If you have problems regarding any product or service purchased with your Card or Account, you must settle the problem directly with the Merchant Partner (even if the Merchant Partner no longer carries on business) ("Merchant Dispute"). You are responsible for all amounts charged and owing on your Account and must continue to make at least the minimum payment by the payment due date shown on

your statement to keep your Account in good standing even if you have a Merchant Dispute. If a Merchant Partner issues you a credit note, we will credit such amount to your Account on the day we receive such credit note transaction. If we have charged you any interest as a result of the original transaction, you must still pay that interest. We will not refund any interest previously paid for that transaction.

14. **Closing your Account.** You may advise us at any time that you wish to close your Account. If you do so, this means you will no longer be able to make purchases or receive extensions of credit under your Account. However, this Cardholder Agreement remains in effect for as long as any balance is owing on the Account. Except as required by law, we have the right at any time without notifying you in advance, to: (a) cancel any of your Account access methods, your Card and/or your Account; (b) withdraw your rights and privileges in respect of your Card and/or Account; and (c) require the immediate return, deletion, or destruction of all Account access method(s) and/or Card(s). Upon cancellation, you are not entitled to use your Card or access your Account and must repay any outstanding balance and accrued interest immediately. Even if we have withdrawn your rights and privileges in connection with your Card and/or Account, this Cardholder Agreement remains in effect for as long as any balance is owing on your Account.

15. **Changes to your Account and this Cardholder Agreement.** We may, at any time and to the extent permitted by law: (1) terminate this Cardholder Agreement, (2) change any of the terms and/or conditions of this Cardholder Agreement or any other document comprising this Cardholder Agreement by sending you written notice to you through Flexiti's customer portal, at your last known email address as it appears in our records, or your physical address, at the lesser

of (i) the minimum notice period required by law, or (ii) 30 days before the such change(s) will become effective. If you move from one jurisdiction to another, you agree that we may amend or replace this Cardholder Agreement with our cardholder agreement that applies in the jurisdiction to which you have moved. You must immediately inform us if you change your address.

16. **How we Apply Payments.** We apply payments on your Account in the following order: (1) The Essentials (Minimum Due): First, we apply your payments to the Minimum Payment Due on your account. This includes fees, insurance premiums, interest and past due from previous months, and minimum dues on your Equal Monthly Payment (EMP). (2) Interest-Bearing Balances: Next, we apply your payments to balances that are currently (or about to start) accruing interest. This helps you minimize extra costs. (3) Deferred Interest-Bearing Plans Balances Expiring Promotions: We then apply your payments to Deferred interest-bearing balances where payments are applied based on expiration dates, starting with plans ending the earliest to the newest. (4) Equal Monthly Payment Plans Balances: Once the above are handled, we apply remaining payments to the principal balance of your Equal Monthly Payment plans. (5) New Purchases: Finally, any leftover payments are applied to new regular purchases that haven't even appeared on a statement yet.

17. **Our Rights if you Default.** You are in default of this Cardholder Agreement if you: (a) do not fully pay any payment when it is due; (b) violate a provision of this Cardholder Agreement or any other agreement you have entered into with us or our affiliates; (c) you become the subject of bankruptcy, insolvency, attachment or garnishment proceedings; (d) you provide us with misleading, false, incomplete or incorrect information; (e) you advise us that you are unable or unwilling to abide by the terms of this Cardholder Agreement; or (f) you die. To the extent permitted by applicable law, if you default under this Cardholder Agreement, we may take any one or more of the following actions: (i) cancel the terms of all promotions applicable to your Account (including, if applicable, revoking the waiver of any interest by us) and require you to pay your Account balance according to the terms of this Cardholder Agreement applicable to Regular Credit Purchases, including, if applicable, increasing the rate at which interest accrues to the next highest AIR set forth above; (ii) require you to pay your Account balance immediately; (iii) cancel any payment protection insurance applicable to your Account; (iv) suspend or cancel your Account privileges; (v) bring an action or proceeding to collect all amounts owed to Flexiti by you, including costs we incur in connection with any of our

collection efforts, as well as reasonable legal fees and disbursements; (vi) deduct money from any other account you have with us or any of our affiliates and use it to pay the amount (or part of the amount) that is owing to us; and (vii) exercise any other rights or remedies we may have at law, in equity or under this Cardholder Agreement. If you breach this Cardholder Agreement, you agree to pay the costs we incur in connection with any of our collection efforts, as well as our reasonable legal fees and disbursements.

18. **Disputes with Merchant Partners.** We will not be

responsible for any problem you may have with any purchase on your Account, or for any dispute with a Merchant Partner regarding a purchase charged to your Account. In the event of a problem or dispute, it is still your obligation to pay your balance as required and settle the problem or dispute directly with the Merchant Partner in question.

access to your communication with us, the impossibility of

19. **What Law Applies.** If you are a resident of Canada, this Cardholder Agreement is governed by, and shall be construed in accordance with, the laws of the province or territory in Canada where you permanently reside as it appears in our records and the federal laws applicable therein and you consent to the exclusive personal jurisdiction of the courts of such jurisdiction, without any regard for conflict of law rules. If you are not a resident of Canada, this Cardholder Agreement is governed by, and shall be construed in accordance with, the laws of the province of Ontario and the federal laws applicable therein and you consent to the exclusive personal jurisdiction of the courts of any province or territory from where you applied for your Account, without any regard for conflict of law rules.

20. **Limits on Flexiti's Liability.** We make every effort to ensure that your Card and Account is accepted by and available for use at Merchant Partners. However, we will not be liable to you for any damages whatsoever, including special, indirect, or consequential damages you incur if your Card and Account are not accepted at a Merchant Partner location, or if your purchase cannot be processed. Except as otherwise provided in this Cardholder Agreement or otherwise expressly provided by applicable law or regulation, you agree that Flexiti and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors (the "Flexiti Parties") will not be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort, civil liability or any other theory of liability, arising in any way out of enrollment in, use and maintenance of the monthly statement, or of the internet access provider used to access the monthly statement, or of the equipment used to access the monthly statement, including, without limitation, any loss, injury or damage relating to any misuse, malfunction or interruption of the electronic presentation of the Statement, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception

viewing the monthly statement further to a malfunction, failure, or misuse, or any other interruption of the electronic presentation of the monthly statement, to the extent due to acts beyond Flexiti's control, even if we are aware of the possibility of such events.

21. **Indemnification.** You agree to indemnify, defend, and hold the Flexiti Parties harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable legal fees) arising from (a) a third-party claim, action, or allegation of infringement, misuse or misappropriation based on information, data, files, or other materials submitted by you to Flexiti's customer portal; (b) any fraud, manipulation or other breach of this Cardholder Agreement by you; (c) any third-party claim, action, or allegations brought against Flexiti arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase and sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of the service or use of your Account by any third party. Flexiti reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Flexiti in asserting any available defences. You will not settle any action or claims on Flexiti's behalf without the prior written consent of an authorized officer of Flexiti.

22. **Replacement cards.** You agree that Flexiti may issue and provide you a Card, and renewals and replacements of the Card and/or another method to access your Account from time to time. Any such replacement Card may have features and benefits that are not identical to the features and benefits of the Card it replaces.

23. **Consolidation of accounts.** If you have more than one credit card account with us, we may transfer balances between your Accounts and we may combine or consolidate your Accounts.

24. **Interest Rate.** If any provision of this Cardholder Agreement would oblige you to make a payment of interest or other amount payable to us in an amount or calculated at a rate that 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 (1) any fees, commissions, premiums, and other amounts required to be paid to or on behalf of us that would constitute "interest" for purposes of the *Criminal Code (Canada)*; or (2) the amount or rate of "interest" required to be paid to us, as elected by us, and any amount previously paid by you that is included in such reduction shall be returned to you.

25. **Severability.** If any part of this Cardholder Agreement is held to be contrary to the laws of the jurisdiction applicable to you, that part is ineffective without invalidating the rest of this Cardholder Agreement.

26. **Waiver.** Notwithstanding anything herein, we will not be deemed to have waived any of our rights, either at common law or in equity, under this Cardholder Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of such right(s) will be deemed to be a waiver with respect to any other instance involving the exercise of the right(s) or with respect to any other such right(s).

27. **Assignment.** We may, from time to time, without prior notice to you or your consent, sell, assign or transfer all or any part of your outstanding balance on your Account and/or any other of our rights and obligation(s) under this Cardholder Agreement and give information about you and your Account to the purchaser or transferee. You do not have the right to assign or transfer your rights and obligations under this Cardholder Agreement, your Card or your Account to anyone else. Your use of your Card and the Account will bind your estate and legal representatives.

28. **Language Preference.** The parties have asked to have this Cardholder Agreement and all related documents drawn up and executed in English. *Les parties exigent que cette convention et tous documents qui s'y rattachent soient rédigés en anglais.*

29. **1. How to Contact Us.** For further information about your Account, you may call us at 1-877-259-3745 or email us at service@flexiti.com.

EXAMPLES OF CHARGES FOR THE COST OF BORROWING FOR A 30-DAY BILLING CYCLE

AIR	Outstanding balance		
	\$100	\$500	\$1,000
31.99%	\$2.67	\$13.33	\$26.66
34.99%	\$2.92	\$14.58	\$29.16