

**Home Trust Secured Visa\* Card  
DISCLOSURE STATEMENT**

This Disclosure Statement applies to the Account and each Card issued on the Account.

<b>Annual Interest Rate</b>	<p>The Interest Rate is in effect the day your Account is activated, and is set out on each monthly Account Statement, expressed as an annual percentage rate.</p> <p>Purchases and Cash Advances: <b>19.99%</b></p>
<b>Interest-Free Grace Period</b>	<p><u>Purchases</u>: There will not be any interest charges on the amount of any Purchase appearing on your Account Statement for the first time if the New Balance shown on your Account Statement is paid in full by the Due Date and all Debt shown on the Account Statement for the preceding billing period was paid by its Due Date.</p> <p><u>Cash Advances</u>: There is no interest-free period on Cash Advances.</p>
<b>Determination of Interest</b>	<p>Interest is charged on the amount of each Interest-Bearing Purchase and Cash Advance from (and including) the transaction posting date until payment is received in full. Interest accrues daily and is calculated monthly.</p>
<b>Minimum Payment</b>	<p><b>3% or \$10.00</b></p> <p>The minimum payment for the Account will be the greater of <b>\$10.00</b> or <b>3%</b> of the New Balance shown on your Account Statement, and any amount by which the New Balance exceeds your Credit Limit.</p>
<b>Foreign Currency Conversion</b>	<p><b>2%</b></p> <p>For Purchases or Cash Advances in a foreign currency, that foreign currency will be converted into Canadian dollars at an exchange rate which is <b>2%</b> over the exchange rate set by <i>Visa</i> International, in effect on the day the transaction is posted to your Account.</p>
<b>Monthly Fees</b>	<p>Applicant: <b>\$5.00</b></p> <p>Each Co-Applicant or Authorized User: <b>\$2.00</b></p> <p>To be charged on your Monthly Account Statement.</p>
<b>Other Fees</b>	<p>These are fees charged for services requested by you and will be charged on the day the transaction occurs:</p> <p><b>ATM Charge: 1%</b> of amount withdrawn (Minimum fee of <b>\$2.50</b> and Maximum fee of <b>\$10.00</b>) for a Cash Advance from an ATM displaying the <i>Visa</i> or Plus logo located in Canada; <b>1.50%</b> (Minimum fee of <b>\$4.50</b> and Maximum fee of <b>\$15.00</b>) if the ATM is located in United States; <b>1.50%</b> (Minimum fee of <b>\$5.50</b> and Maximum fee of <b>\$15.00</b>) if the ATM is located outside Canada and the United States. This is in addition to any other charges that may be levied by the owner/operator of the ATM.</p> <p><b>Dishonoured (NSF) Cheque Charge: \$45.00</b> for each cheque or other instrument used to pay Debt that is dishonoured by the financial institution on which it is drawn.</p> <p><b>Statement Copy/Update Fee: \$5.00</b> for a copy of your Account Statement for</p>

any other period other than the current statement period.

**Sales/Cash Advance Draft Copy Fee: \$5.00** for each copy of a Purchase or Cash Advance draft. No charge will be applied for any copy of a draft to which an Account posting error is determined.

**Rush Plastic Fee: \$39.00** for the delivery of a new or replacement Card by courier at your request.

**Over Limit Fee: \$29.00** if the Debt is permitted to exceed the Credit Limit during any period covered by an Account Statement.

**Collection Fees:** All costs we incur where a collection agency or a law firm is used to collect amounts due, including legal fees.

**Home Trust Secured Visa\* Card  
CARDHOLDER AGREEMENT**

**What the Words Mean:** In this Agreement and the Disclosure Statement, "we" and "our" and "us" means Home Trust Company, and "you" and "your" means Applicant, Co-Applicant and any Authorized User.

Also, the following words have the meanings indicated:

**"Account"** – The *Visa* account we have opened in the your name to which all Debt is charged;

**"Applicant"** – The individual who signed the Application as the applicant;

**"Application"** – The request you made to us for the Account and Card;

**"ATM"** – An automated teller machine or terminal;

**"Authorized User"** – The holder of a Card authorized by the Applicant to use the Card;

**"Card"** – the *Visa* credit card(s) we issued on the Account in the Applicant, Co-Applicant or Authorized User's name and all renewals and replacements for such card(s);

**"Cash Advance"** – An advance of cash (or equivalents to cash, including chips and other "quasi cash") that is charged to the Account with or in connection with the Card;

**"Co-Applicant"** – An individual who has signed the Application as Co-applicant who is jointly and severally liable for the amount of the Debt;

**"Credit Limit"** – Your Credit Limit is the maximum amount of Debt that can remain outstanding and unpaid at any time in the Account;

**"Debt"** – All amounts charged to the Account with or in connection with the Card including Purchases, Cash Advances, interest, service fees and other charges;

**"Disclosure Statement"** – A written statement of the interest rates, service fees and other charges for the Account set out in a document accompanying the Card when issued;

**"Due Date"** – The date on which your minimum payment is due as indicated on your *Visa* Statement;

**"Interest-Bearing Balance"** – The unpaid balance of the Debt outstanding on the Account;

**"Interest-Bearing Purchase"** – A Purchase appearing on a *Visa* Statement for the first time that is not paid in full by the Due Date and subject to interest as provided in this Agreement;

**"Interest Rate (Cash Advances)"** – The annual percentage rate of interest referred to in the Disclosure Statement and set out on each *Visa* Statement that applies to each Cash Advance;

**"Interest Rate (Interest-Bearing Purchases)"** – The annual percentage rate of interest referred to in the Disclosure Statement and set out on each *Visa* Statement that applies to each Interest-Bearing Purchase;

**"Interest Rates"** – Collectively, the Interest Rate (Cash Advances) and the Interest Rate (Interest-Bearing Purchases);

**"New Balance"** – The amount indicated as such on the *Visa* Statement;

**"Overpayment"** – Any payment greater than the minimum balance due as shown on each *Visa* Statement;

**"PIN"** – The personal identification number assigned to your Card in the prescribed manner for use at an ATM;

**"Primary Cardholder"** – The individual who applied for the Account, being the Applicant;

**"Purchase"** – A purchase of goods or services (or both) charged to the Account with or in connection with the Card;

**"Security Deposit"** – A deposit made by or on behalf of the Applicant;

**"Statement Date"** – The date indicated as such on a *Visa* Statement;

**"Visa Statement"** – The written statement of the Account that we prepare for you approximately every four (4) weeks (the period covered by each *Visa* Statement will vary between twenty-seven (27) days and thirty-four (34) days).

**1. General Terms of Agreement:** This Agreement and the Disclosure Statement apply to the Account and the Card. It replaces all prior Home Trust *Visa* Agreements and Disclosure Statements. You should keep a copy of the most current Agreement for your records. Signing, activating or using the Card means that you have received and read this Agreement and the Disclosure Statement and agree to their terms and conditions. Accepting this Agreement means you have asked for the products, features, benefits and services provided automatically with the Card.

**2. Card Use:** You may use the Card to obtain advances of money from us through Purchase and Cash Advance transactions and other transactions we permit from time to time. The use of the Account and the Card is governed by this Agreement. You must not use the Card after the expiration date shown thereon or after we have revoked any of the rights and privileges attached to the Card or after the termination of this Agreement. You may not use the Card for any illegal or unlawful purpose. If you or any Authorized User sign transaction receipts or give the Account number to make a Purchase or to obtain a Cash Advance without presenting the Card (mail, telephone or internet purchase), the legal effect will be the same as if you had shown the Card and signed the *Visa* sales draft or receipt.

The care and control of both your Account and PIN are your responsibility. You must keep possession of the Card and keep the PIN strictly confidential, as well as take all reasonable precautions to ensure no one finds out your PIN.

**3. Card Ownership/Assignment:** We are the owner of the Card. No one but the person named on the Card is permitted to use it. You do not have the right to assign or transfer this Agreement, the Account or the Card to anyone else. We may assign this Agreement or any of our rights under it without notice or consent.

**4. Lost or Stolen Card:** You must tell us at once if the Card is lost or stolen or if you suspect it is lost or stolen, and provide all pertinent information that is requested to aid in the recovery of the Card. If you notify us, you are not liable for any unauthorized use of the Card. You may do this in the way we have set out on each *Visa* Statement.

Also, you will be liable to us for all Debt resulting from the loss or theft of your Card that is incurred before the time you tell us about that loss or theft through any one or more transactions on the Account in which your Card and PIN have been used together to complete those transactions.

You will not be liable to us for any Debt resulting from the loss or theft of the Card that is incurred after the time you tell us about that loss or theft.

**5. Credit Limit:** We will set a Credit Limit for your Account. We will tell you what the current Credit Limit is on the document accompanying the Card when we issue it to you and on each *Visa* Statement. We calculate available credit by deducting from your Credit Limit the amount you owe us and the amount of any Purchases we have authorized but not yet charged to your Account. We will not permit the Debt you owe us at any time to exceed the Credit Limit. The use of the Card and the Account may be suspended if the Credit Limit is exceeded.

**6. Security Deposit:** It is a specific condition of approving your application that you submit and maintain a Security Deposit with us. You grant a security interest and pledge and assign to us any and all sums now or later in the Security Deposit to secure payment of all your existing or future obligations under this Agreement and on the Account. Your Security Deposit will be equal to or greater than your Credit Limit at all times, unless we choose to increase your Credit Limit without requiring you to increase your Security Deposit. You may request an increase to your Credit Limit at any time and accompany such written request with the appropriate amount of Security Deposit, or we may choose as above.

We may retain the Security Deposit or any sums remaining in the Security Deposit until the latest of the following events: (i) ten (10) business days after the time that all sums owed to us on the Account are paid in full, (ii) four (4) weeks from the time we receive all un-expired Cards, or (iii) four (4) weeks from the time of termination of the Account. Except for the Security Deposit, we do not have a security interest in any other of your property in connection with the Account. Should a balance be remaining in your Security Deposit account of \$2.00 or less, no refund will be issued unless you request it in writing.

A request for withdrawal of the Security Deposit will be treated as a request to terminate this Agreement and cancel the Account with all of its rights and privileges. After your Debt is paid in full we will return the remaining balance of your Security Deposit.

Home Trust Company is a member of the Canada Deposit Insurance Corporation. For further information, please contact CDIC at 1-800-461-2342.

**7. Liability for Debt:** Subject to Section 4, you will be liable for all Debt charged to the Account no matter how it is incurred and even though, in the case of one or more Co-Applicants or an Authorized User, *Visa* Statements are not sent to each of us. Any Co-Applicant is jointly and severally liable to us for all Debt charged to the Account and for all other terms, conditions and obligations of this Agreement.

If you are in default of payment for any reason, we may apply any money you (or any one of you) have placed on deposit with us as a Security Deposit against any Debt you (or any one or more of you) have not paid to us as required under this Agreement without notice to you.

**8. Payment of Debt:**

(a) Subject to sub-Section 8(b), 8(c) and Section 12, you may pay the Debt you owe us in full or in part at any time.

(b) Subject to sub-Section 8(c) and Section 12, you must make one of the following payments on the Debt shown on each *Visa* Statement by the Due Date in order to keep the Account up-to-date:

- (i) a payment in full if the New Balance is less than \$10.00;
- (ii) the Minimum Payment shown on your *Visa* Statement, which will be the greater of \$10.00 or 3% of the New Balance shown on the *Visa* Statement; or
- (iii) any payment greater than above.

(c) **PAY AHEAD FEATURE** - As an added benefit, any time an Overpayment is made and the Overpayment satisfies the next month's Minimum Payment, the *Visa* Statement will display "zero" as the next Minimum Payment, however, interest will continue to be charged on the unpaid balance. The Account must be open, in good standing, and the current balance at 90% or less of the Credit Limit.

(d) You must also pay, in addition to the amount set out in sub-Section 8(b), the amount of any Debt shown on the *Visa* Statement that exceeds the Credit Limit.

(e) You must keep the Account up-to-date at all times even when we are delayed in or prevented from sending, for any reason (for example, a postal disruption), any one or more *Visa* Statements to me. You must contact Customer Service by telephoning the number indicated on each *Visa* Statement at least once a month during such a delay or interruption to obtain any payment information you do not have and need to know in order to comply with this Section.

You will maintain all reasonable efforts to ensure your payment(s) will not exceed the Debt owed.

**9. Interest Charges:** The Interest Rate is calculated on the average daily balance at the Interest Rate (shown on the front of the *Visa* Statement) multiplied by the number of days in the *Visa* Statement period.

**Purchases:** We do not charge interest on any Purchase that appears on your *Visa* Statement for the first time if you pay the New Balance in full by the Due Date shown there provided (i) you pay all other Debt shown on the *Visa* Statement in full by that Due Date; and (ii) you paid all Debt shown on the *Visa* Statement for the preceding billing period in full by its Due Date. If you have not made each of those payments in full by its Due Date, we charge interest on the average daily balance, which will be re-calculated to include each Purchase from the date it is posted to your Account, until we receive full payment. If you only make a partial payment, the average daily balance will be reduced to reflect the amount of your payment and the date we receive it, and we will continue to charge interest on the remainder until full payment is received.

**Cash Advances:** We charge interest on the average daily balance that is calculated to include a Cash Advance from the date it is posted to your Account until full payment is received.

**Interest Calculation:** We calculate interest on your Debt daily but we only add to your Debt once a month on each statement. Daily interest is calculated by adding new advances, subtracting payments, multiplying the unpaid balance on which interest is payable by the annual interest rate, and then dividing by the number of days in the year.

We include interest, service fees and other charges in the total New Balance you owe. We charge interest on all service fees described in the Disclosure Statement as though they are Interest-Bearing Purchases.

**10. Application of Payments:** Each payment of the Debt will be applied in the following order: interest charges; service fees and other charges; billed Cash Advances; Interest-Bearing Purchases; unbilled Cash Advances; and unbilled Purchases.

All payments must be made in Canadian dollars. Payments may be made by mail or at any Canadian financial institution displaying the *Visa* logo. Payments must be received by us by the Due Date in order to be processed by the Due Date.

**11. Service Fees and Other Charges:** You must pay all service fees and other charges that apply to the Account as described in the Disclosure Statement and in any document or other written statement we may send to you from time to time. We will charge them to the Account at the time you incur them.

**12. Default:** You will be in default if you fail to make any payment when due, exceed your credit limit and not pay the excess when due, become the subject of bankruptcy or insolvency proceedings, fail to comply with any of the terms of this Agreement or provide false information to obtain your Account.

If you are in default, (i) you must pay all Debt at once and (ii) we may enforce the security that you granted to us, all without notice or demand. Also we may revoke any of the rights and privileges attached to your Card and terminate this Agreement as to future Purchases or Cash Advances, all without notice. You must immediately return your Card to us.

**13. ATM Cash Advances:** You may use your Card together with your PIN to make transactions on the Account at any ATM that displays the *Visa* logo and at any other ATMs that we may designate from time to time.

Cash Advances will be authorized in accordance with your available credit and up to a maximum of 100% of your credit line.

**14. Illegal Transactions:** You acknowledge that you will not use the Card for any illegal or unlawful purpose or to purchase any illegal products or services.

**15. Changes to Disclosure Statement:** We may change the Interest Rate, service fees and other charges for the Account set out or referred to in the Disclosure Statement periodically. You will be given at least thirty (30) days prior written notice of each change, directed to the address shown in our records. If the Card is used or any Debt remains unpaid after the effective date of a change, it will mean that you have agreed to the change.

**16. Changes to Agreement:** We may change this Agreement periodically. You will be given at least thirty (30) days prior written notice of each change, directed to the address shown in our records. If the Card is used or any Debt remains unpaid after the effective date of a change, it will mean that you have agreed to the change.

**17. Change of Address:** You are responsible for notifying us of any change of address within ten (10) days of moving either in writing or by contacting our Card Centre by telephone at 1-888-281-7793 or 416-777-5851.

**18. Expiration and Termination:** You may terminate the credit privileges on your Account at any time by notifying us of your intention to terminate. Cards are issued with an expiration date. We have the right not to renew your Account. Without limiting our rights provided in the section of this Agreement entitled "Default", we have the right to revoke any of the rights and privileges attached to the Card and terminate this Agreement as to future Purchases or Cash Advances at any time for any reason, all without prior notice. If either you or us terminate the credit privileges, you must pay all Debt at once and return all Cards to us at once. You agree that your obligations and rights under this Agreement will remain in effect following revocation or termination until all balances on your Account incurred before or after revocation are paid in full.

If you fail to comply with your obligations to us under this Agreement, you will be liable to us for:

- (i) all court costs and reasonable legal fees and expenses (on a solicitor-client basis) we incur through any legal process to recover any Debt; and
- (ii) all costs and expenses we incur in reclaiming all Cards issued on the Account.

After four (4) weeks from the time we receive from you all Cards issued on the Account and the Debt is paid full, we will return to you by way of cheque the balance of your Security Deposit less any monies owed to us.

This product is not available to residents of the Province of Québec.

**19. Problems with a Purchase:** If you have a problem or dispute with a merchant regarding a Purchase, you must still pay all Debt as required by the Agreement and settle the problem or dispute directly with the merchant. We do not make any conditions, warranties or representations with respect to any goods or services available for Purchase on your Account. However, in some circumstances we may be able to provide assistance in resolving a disputed transaction. If you wish to discuss a dispute, you may contact Customer Service by telephoning toll-free during regular business hours at 1-877-727-6883 or 416-777-5851.

**20. Account Verification:** You must promptly examine all *Visa* Statements and each entry and balance recorded in them.

You must notify us, in writing, of any errors or omissions on your *Visa* Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that *Visa* Statement.

If you do not notify us as required, we are entitled to treat the above *Visa* Statement, entries and balances as complete, correct and binding and we will be released from all claims by you in respect of those *Visa* Statements, entries, and balances.

We may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish your liability for that Debt.

**21. Collection and Use of Information and Your Privacy:** From time to time we may collect credit and other financially related information about you, including information related to your transactions, from you, from service arrangements you have made through us, from credit bureaus and other financial institutions and from any references you have provided to us.

We may use this information to give to credit bureaus, other financial institutions and any of our successors and assigns and, with your consent, to other parties, to determine your financial situation. We may also use this information to provide you with the service you request from us and, as necessary, to give it to anyone who works with or for us, including a service provider located in the United States who may be required by a lawful order made in that country to provide this information to the United States government or its agencies.

We may use your social insurance number (SIN) for tax-related purposes and with credit bureaus and other financial institutions for credit history file matching purposes.

You consent to, and accept this as a prior written notice of, our obtaining a credit report or other information about you from time to time.

We may also use the information to promote to you our services or the services provided by our marketing partners and add it to client lists we prepare and use for this purpose. You may tell us to stop using the information in this way described at any time by calling us toll-free at 1-877-727-6883. This use of the information is at your option and you will not be refused credit or other services just because you have told us to stop using it this way.

If you are no longer our client or this Agreement terminates, we may keep the information in our records so long as it is needed for the purposes described above.

You may obtain further information on your privacy by referring to our Privacy Code available upon request (toll-free 1-888-281-7793 or 416-777-5851) or on our website at [www.hometrusted.ca](http://www.hometrusted.ca).

**22. Financial Consumer Agency of Canada:** We are subject to a number of federal consumer laws that protect you, such as disclosing information about interest rates and fees and providing you with certain information on your *Visa* Statement. If you have a complaint about a potential violation of these laws, please contact us or you may write the Financial Consumer Agency of Canada at: Financial Consumer Agency of Canada, 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9

\* *Visa* Int./Home Trust Company, licensed user of mark.