HOME TRUST

Home Trust
CARDHOLDER AGREEMENT

These are the terms and conditions applicable to your Card and your Account if you hold a Home Trust Visa (other than a Home Trust Equityline Visa). These terms and conditions, together with your Application and the Disclosure Statement that we provided to you separately (and any changes made to any of those documents), all form your Cardholder Agreement with Home Trust, which we will refer to as your "Agreement" and it replaces any previous agreement we may have provided to you in respect of your Card and Account. By accepting, activating or using your Card, you agree to all of the terms in your Agreement.

In this Agreement, the words "**you**" and "**your**" refer to the Applicant who signed the Application. The words "**we**", "**us**" and "**our**" refer to Home Trust Company, the issuer of your Card.

The capitalized words used in this Agreement have the following meanings:

"Account" – The Home Trust credit card account we have opened in your name and to which all Debt is charged;

"Account Statement" – The written statement of the Account that we prepare for you approximately every four weeks (the period covered by each Account Statement will vary between 27 and 34 days), except if there has been no Account activity in the previous billing period;

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

"**Application"** – The application you submitted to us to request the Account and Card.

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

"**Authorized User**" – A person to whom a Card has been issued under the Account at the request of the Applicant.

"**Card**" – The Visa credit card(s) that we issued on your Account in the name of the Applicant or an Authorized User, and includes any renewal or replacement Cards.

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

"**Credit Limit**" – The maximum amount of Debt that can remain outstanding and unpaid at any time on your Account.

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

"**Disclosure Statement**" – The separate statement that we provided to you which sets out an information box and additional disclosures appearing below the information box which including the Interest Rate, service fees, other charges and important information about your Account.

"**Due Date**" – The date on which your Minimum Payment is due, as set out on each Account Statement.

"**Interest Rate**" – The annual percentage rate of interest charges referred to in your Disclosure Statement, which may vary for Cash Advances and Purchases.

"**Minimum Payment**" – The minimum payment due on your Account, as set out on each Account Statement.

"**New Balance**" – The total outstanding amount on your Account, as set out on each Account Statement.

"**PIN**" – The personal identification number assigned to your Card for Purchase transactions at chip terminals and use at an ATM.

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

"**Security Deposit**" – A deposit made by you in the amount specified as the "security deposit amount" in the Application.

"**Statement Date"** – The date indicated on an Account Statement.

1. General Terms of Agreement: You acknowledge that you have received a copy of this Agreement and you agree to all of the terms of this Agreement. You may use your Card as permitted by this Agreement. You may request that we add or remove an Authorized User on your Account. We have the right to limit the number of Authorized Users and to reject or remove any Authorized User. You understand that Authorized Users will be able to obtain information about all Card transactions and Card balance. You are responsible for ensuring that all Authorized Users comply with all of the terms and conditions of this Agreement. You will not, and you will ensure that no Authorized User will, use the Card or Account for any illegal, unlawful or fraudulent purpose or to purchase any illegal products or services.

2. Promise to Pay Debt: Unless your liability is limited under Section 21, you will be responsible to pay us for all Debt charged to the Account no matter how it is incurred, including all amounts incurred by any Authorized User, and including amounts incurred when the Credit Limit has been exceeded, after the Card has expired or after this Agreement has been terminated. If you do not make a payment to us for any reason when it is due under this Agreement, you will be in default and we will have various rights (see Section 15).

3. Card Ownership/Assignment: We are the owner of the Card. No one but the person named on a 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, sell, transfer or assign this Agreement or any of our rights and obligations under it (including our right to received payments) without providing you with notice or obtaining your consent.

4. Personal Identification Number, Lost Stolen and Unauthorized Use of Card:

Personal Identification Number: We will provide you with a PIN for your Card or advise you how to select it. We will also tell you how to change your PIN. Protecting the security of your Card is important. You agree to keep your PIN confidential and separate from your Card at all times and to select a PIN which cannot be easily guessed. A PIN combination selected from your name, date of birth, telephone numbers, address or social insurance number should not be used. No one but you is permitted to know or use your PIN or any other security codes such as passwords, access codes and account numbers that may be used or required for Internet or other transactions.

Lost or Stolen Card: You must tell us at once if your Card is lost or stolen or if you suspect it is lost or stolen, and you must provide us with any information that we request to aid in the recovery of the Card. You may notify us in the way we have set out on each Account Statement.

Unauthorized Use of Card: If someone uses your Card and your PIN or your Account number with any other security code to make unauthorized Purchases or otherwise obtain the benefits of your Card, 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, misused or is missing.

You will benefit from the Visa Zero Liability Policy in the event of unauthorized use of the Account if you:

(i) are able to establish to our satisfaction that you have taken reasonable steps to protect your Card against loss or theft and to safeguard your PIN and other security codes in the manner set out in this Agreement, and

(ii) cooperate fully with our investigation (the "Visa Conditions").

Even if you do not meet the Visa Conditions, if your Card is lost or stolen and your Card or your Account number is used in transactions in which neither a PIN nor a security code is used as the cardholder verification method, your maximum liability is $50.

However, if our investigation establishes that there was no unauthorized use of the Account, Card or PIN, or that you voluntarily disclosed your PIN or other security code or otherwise contributed to the unauthorized use of your Card or access to your Account, you will be fully responsible for all transactions that took place before you notified us.

For the purposes of this protection, "unauthorized use" of a Card or Account number means use by a person other than you or an Authorized User, and from which you do not receive any benefit.

5. Credit Limit: We will set a Credit Limit for your Account. Your current Credit Limit will be set out on the document accompanying the Card when we first issue it to you, and on each Account Statement. The Credit Limit on your Account will be shared across the Applicant and any Authorized User(s). We calculate your available credit at any given time by deducting from your Credit Limit the amount of Debt you owe to us and the amount of any Purchases that we have authorized that have not yet been charged to your Account.

If you have a Home Trust Secured Visa, the Credit Limit assigned to your Account is based on the amount in your Security Deposit. Non-guaranteed security deposits may be held up to a maximum of 10 business days.

We reserve the right to make adjustments to your spending limits at any time including decreases in the Credit Limit.

6. Security Deposit: If you have applied for a Home Trust Secured Visa, you agree to submit and maintain a Security Deposit with us, and you grant us 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 your 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 with your express consent without requiring you to increase your Security Deposit. You may request an increase to your Credit Limit at any time and accompany such request with the appropriate amount of Security Deposit. We may retain the Security Deposit or any sums remaining in the Security Deposit until the latest of the following events: (i) ten business days after the time that all amounts you owe to us on the Account are paid in full; (ii) four weeks from the time we receive all un-expired Cards; or (iii) four 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. If there is a balance 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 (CDIC) and your Security Deposit will be eligible for CDIC coverage while we hold it. For further information about CDIC coverage, including limits, please contact CDIC at 1-800-461-2342.

7. 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 if you have available credit and up to a maximum of 20% of your Credit Limit.

8. Payment of Debt: Unless you are in default under this Agreement (see Section 15), you may pay the Debt that you owe to us under this Agreement in full or in part at any time, but in order to keep your Account up-to-date and in good standing, you must make one of the following payments by each Due Date shown on your Account Statement:

(i) if the New Balance is less than $10.00, the entire New Balance; or

(ii) if the New Balance is greater than $10.00, at least the Minimum Payment shown on your Account Statement, which will be the greater of $10.00 or 3% of the New Balance.

You must not make any payment(s) on your Account that exceed the Debt owed.

9. Interest Charges: We calculate interest on your Debt monthly by using the Average Daily Balance method, which we explain below:

– At the end of each billing period, we calculate interest separately for each category of transactions that makes up your balance (for example, Purchases make up one category and Cash Advances make up another category).

– For each category, we determine (i) the "Average Daily Balance" of all transactions and charges in that category for the period covered by the Account Statement and (ii) the "Daily Interest Rate" for that category for the period covered by the Account Statement.

- *We determine the "Average Daily Balance" for a particular category by adding together each "Daily Balance" for that category for each day during the period covered by the Account Statement and then dividing that sum by the number of days in the period covered by the Account Statement.*
- *The "Daily Balance" is the result obtained each day for each category by adding the unpaid balance shown on the previous Account Statement, the amount of interest charges that accrued as a result of the Balance not being paid by the previous payment Due Date, and the new advances, and by subtracting payments made during the period covered by the Account Statement.*
- *We determine the "Daily Interest Rate" for a particular category by dividing the applicable Interest Rate for that category by 365 (in a regular year) or 366 (in a leap year).*

– We then multiply the Average Daily Balance for each category by the Daily Interest Rate for that category, and then by the number of days in the period covered by the Account Statement, and we then add this amount to your balance for each category.

Following is a table of examples of interest charges for a 30 day billing cycle:

Total Outstanding Balance	**$ 100**	**$ 500**	**$ 1000**
Total interest charges payable with a 19.99% interest rate:	$1.64	$8.22	$16.43
Total interest charges payable with a 21.99% interest rate:	$1.81	$9.04	$18.07

10. Interest on Purchases: Your payment due date will be at least 21 days after the Statement Date (this 21 days is an "Interest Free Grace Period", as referred to in your Disclosure Schedule. We do not charge interest on any Purchase that appears on your Account Statement for the first time if you pay the New Balance in full on or before the Due Date shown on the Account Statement, even if you are carrying a balance from a previous month. If you do not pay your New Balance in full by the Due Date, then we will charge interest on each Purchase retroactively starting on the date of the Purchase by calculating the Average Daily Balance to include each Purchase from the date it is posted to your Account until the end of the billing period in which we receive full payment from you. If you only make a partial payment, the Average Daily Balance will be reduced to reflect the amount of your partial payment and the date we receive it, and we will continue to charge interest charges on the remainder until the end of the billing period in which full payment is received.

11. Interest on Cash Advances: There is no interest free grace period on Cash Advances. We charge interest on a Cash Advance from the transaction date on your Account until the end of the billing period in which full payment is received.

12. Foreign Currency Transactions: We may allow transactions in a currency that is different from the currency in which your Card was issued. If you use your Card for a Purchase or Cash Advance in a currency other than the currency of your Card, we'll convert those foreign currency transactions to your Card's currency using the rate of exchange set by Visa applicable at the time the transaction is posted to your account, and we will bill you in the currency of your Card for all transactions.

The Visa conversion rate changes regularly, but you can obtain the current rate using Visa's currency exchange calculator, available on their website at www.visa.com. The Visa conversion rate included on your Account Statement on the date that a transaction is authorized may not be the same as the conversion rate that was in effect on the date that the transaction was conducted (for example, the exchange rate on the date on which you made a Purchase may vary slightly from the exchange rate on the date on which that Purchase was posted to your Account).

The Visa conversion rate used to refund a foreign currency transaction may not be the same rate used when the original Purchase was presented for processing, so the refund may be for a different amount than the original Purchase. In that case, you will be responsible for the difference, and you agree that we are not responsible to you for any loss you suffer because of any rate changes.

13. Application of Payments: Each payment you make on the Debt is first applied towards your Minimum Payment. If you pay more than the Minimum Payment, we will apply the extra amount to the remainder of your New Balance. If the different amounts that make up your New Balance are subject to different Interest Rates (for example, if Cash Advances are subject to a higher rate than Purchases), then we will allocate the excess payment first to the amount with the highest Interest Rate and then we will allocate any remaining portion of the excess payment to the other amounts that make up the New Balance for the billing period, in descending order, based on the applicable Interest Rates. We reserve the right, subject to applicable law, to change the order in which we apply payments, without notice to you.

All payments must be made in Canadian dollars. Payments may be made online from another bank account via online bill payment, in person at any Canadian financial institution, or by mail. Any payment made by non-certified personal or business cheque may be held for up to a maximum of ten business days. Payments must be received by us by the Due Date in order to be processed by the Due Date. Keep this in mind when choosing your payment method, as some methods will take longer than others for your payment to reach us.

14. 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 of Account.

15. Default: You will be in default under this Agreement if you fail to make any payment to us when it becomes due, or if the Applicant becomes the subject of bankruptcy or insolvency proceedings, fail to comply with any of the other terms of this Agreement, provide false information to obtain your Account, or if the Applicant dies.

If you default:

(i) we may apply any money you have placed on deposit with us as a Security Deposit against any Debt you have not paid to us without notice to you;

(ii) we may revoke any of the rights and privileges attached to your Account or Card and terminate this Agreement so that you will not be able to make future Purchases or Cash Advances, without notice to you;

(iii) you will be liable to us for all reasonable costs we incur (or that are incurred on our behalf by our agents) for:

(1) legal services retained to collect or attempt to collect payment; and

(2) realizing on any security interest taken under this Agreement or in protecting such a security interest, including the cost of legal services incurred for that purpose. If you have provided a Security Deposit, four (4) weeks from the time we receive from you all Cards issued on the Account, and the Debt is paid in full, we will return to you by way of cheque (or any other method we may allow) the balance of your Security Deposit less any amounts still owed to us.

16. Changes to Disclosure Statement: From time to time we may change the interest rates, service fees and other charges for the Account set out or referred to in the Disclosure Statement. We will give you at least 30 days' written notice ahead of any change, directed to the address of the Applicant that we have in our records. If any Card on the Account is used after the effective date of a change, it will mean that you have agreed to the change.

17. Changes to Agreement: From time to time we may change any provision of this Agreement without your consent. We will give you at least 30 days' written notice ahead of any change directed to the address of the Applicant that we have in our records. The notice will explain the change and the date that it will take effect. If the change results in an increase in your obligations under this Agreement, or a reduction in our obligations to you, you can refuse the change and cancel this Agreement without any cost or penalty by sending us a notice to that effect within 30 days of the effective date of the change. If you do not send us a notice and any Card on the Account is used after the effective date of a change, it will mean that you have agreed to the change.

18. Change of Address: You are responsible for notifying us of any change of address and other contact information provided to us within 10 days of the change by contacting our Card Centre at 1-877-727-6883.

19. 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 your rights provided in the section of this Agreement entitled "Default", we have the right to suspend, cancel, restrict or revoke any of the rights and privileges attached to the Card, reduce your Credit Limit and terminate this Agreement as to future Purchases or Cash Advances or close the Account at any time for any reason, all without prior notice. If either we or you terminate the credit privileges on your Account, you must pay all Debt 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 owing on your Account incurred before or after revocation are paid in full.

20. Account Verification: You must examine all Account Statements and each entry and balance recorded in them. You must notify us of any errors on any Account Statement (this includes incorrect or missing items, or any actual or suspected unauthorized activity) as soon as possible, but within 60 days from the Statement Date on that Account Statement at the latest.If you do not notify us about an Account Statement within 60 days of the Statement Date on that Account Statement, we will treat that Account Statement, including all of the entries and balances on that Account Statement, as complete, correct and binding on you, and we will not accept a later claim that there was an error on that Account Statement.We may reproduce a Purchase or Cash Advance draft or other document evidencing Debt to establish your liability for any Debt that is under dispute.

21. Problems with a Purchase: Before contacting us about a problem with any Purchase made with a Card, you must attempt to settle the problem with the relevant merchant or service provider directly. We do not make any conditions, warranties or representations with respect to any goods or services that you Purchase with a Card. You may authorize merchants to charge recurring transactions or payments to your Account and you are responsible for these even after you or we cancel this Agreement. If you wish to discontinue any such recurring transactions or payments, you must contact the merchant directly and then check your Account Statements to ensure that the transactions or payments have, in fact, been discontinued. You must still pay all Debt as required by this Agreement. Although we are not required to take any action for merchant disputes (unless required to do so by law), in some circumstances we may be able to provide assistance in resolving a disputed transaction or payment. If you wish to discuss a dispute, you may contact Customer Service by calling toll-free during regular business hours at 1-877-727-6883.

22. Collection, Use and Disclosure of Information and Your Privacy:

(i) From time to time we may collect credit and other financially related information (including information related to your transactions) about you (Information) from you, from service arrangements you have made with or through us, from credit bureau and other financial institutions, and from any references you have provided to us.

(ii) We may use or share this information as follows:

(a) to report to credit bureaus, other financial institutions and any of our successors and assignees and, with your consent, to other parties;

(b) to meet everyday business purposes – such as to determine your financial situation, process your transactions, maintain your account(s), or to respond to court orders and legal investigations;

(c) to provide you with services you request from us; and

(d) 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 lawful order made in that country to provide this information to the United States government or its agencies.

(iii) If you have given us your consent, we may also use your personal information to promote our products or services to you, or the products or services provided by our affiliates and marketing partners and add it to client lists we prepare and use for this purpose. You may request that we stop using the information in the way described at any time by calling us toll free at 1-888-281-7793. This use of your personal information for these purposes is at your option and you will not be refused credit or other services just because you have told us to stop using your information this way. If you are no longer a client of ours, or this Agreement terminates, we may keep your information in our records so long as it is needed for the purposes described above.

(iv) The file containing your personal information will be maintained at our offices or on our servers and will be accessible by our authorized employees, agents and representatives. You may obtain further information on your privacy by referring to our Privacy Code available upon request (toll-free 1-888-281-7793) or on our website at www.hometrust.ca. You may request access to or correction of your personal information by writing to our Chief Privacy Officer at privacy@hometrust.ca.

23. Our Liability to You: We are not liable to you for damages if the matter giving rise to you claim or dispute is not within our control.

24. Complaints: Home Trust Company and Home Bank are subsidiaries of Fairstone Bank of Canada. Fairstone Bank of Canada and its subsidiaries (collectively, "Fairstone", "we", "us" or "our") value your business, and we are committed to providing the best possible service to all our customers. If you have a complaint, you may call our customer care centre at 1-888-281-7793 or contact the representative at Home Trust or Home Bank you were initially dealing with.

Our complaint handling process is explained in our "Complaint Handling Procedure." You may obtain a copy of this procedure at any of our Fairstone branches, by calling our customer care centres or online at https://www.homebank.ca/complaints/ or at https://www.hometrust.ca/complaint/

25. Governing Law. This Agreement will be governed by the laws of the province or territory in which the Applicant resides, and the federal laws of Canada that also apply in that province or territory. If there is a dispute between us under this Agreement about the Agreement or your Card or Account, you agree that the dispute will be decided by a court in the province or territory where the Applicant resides (and such courts will have exclusive jurisdiction).

26. Severability. If any provision of this Agreement is determined by a court to be illegal or unenforceable, that provision will be limited or deleted (to the minimum extent necessary) but this Agreement will otherwise remain in place and will be enforceable.

27. Waiver. If we choose not to exercise any of our rights under this Agreement, or if we delay in doing so, this does not prevent us from later enforcing those rights.

Home Trust CashBack Rewards Terms and Conditions

(if applicable)

You agree to the following terms and conditions which form part of the Home Trust CashBack Rewards Visa Cardholder Agreement between you and Home Trust Company.

1. When CashBack Rewards are issued: Purchases, less any refunds shown on your Account Statements, qualify for the CashBack Rewards if your Account is in Good Standing. Purchases in a foreign currency or Purchases from a foreign merchant (even if in Canadian dollars) do not qualify for CashBack Rewards and are excluded.

2. When CashBack Rewards are not issued: Foreign currency transactions, Purchases from foreign merchants, Cash Advances, interest charges, fees, payments, credit or debit adjustments and any amount other than Purchases that may be charged to your Account with a Card or cheque, do not qualify for CashBack Rewards. We may establish other qualifying and non-qualifying transactions from time to time.

3. How CashBack Rewards are issued: Where Purchases qualify for CashBack Rewards, you will earn 1% in CashBack Rewards in the period ending with your most recent Account Statement. CashBack Rewards are rounded to the nearest cent. If an Account Statement shows more refunds than Purchases, CashBack Rewards will be deducted from accumulated CashBack Rewards or CashBack Rewards you receive later.

4. Bonus CashBack Rewards: From time to time we may offer bonus CashBack Rewards for Purchases at designated merchants, types of merchants or for certain promotional activities. Additional terms and conditions may apply to these programs.

5. Withdrawing CashBack Rewards: We may cancel or reverse any CashBack Rewards not issued properly as determined by us. We may refuse to issue CashBack Rewards or may withdraw CashBack Rewards already issued if your Account is not in good standing.

6. Accumulating, redeeming and crediting your Account with CashBack Rewards: You will accumulate CashBack Rewards over the course of a calendar year beginning with the Purchases shown on your January Account Statement. We will redeem the CashBack Rewards in December each year and credit your Account in January of the following year.

7. When we may not credit your Account: We may not credit your account if your account has been closed or if your Account is not in good standing. As well, if you have a negative CashBack Rewards balance (because you had more refunds than new Purchases), CashBack Rewards will be deducted from accumulated CashBack Rewards or from CashBack Rewards you receive later.

8. Transferability: CashBack Rewards are not transferable to any other Account.

9. Tax reporting: Any obligations relating to tax liability or tax reporting arising from the CashBack Rewards Program are your responsibility

10. Amendment and cancellation: We have the right at any time to amend these CashBack reward terms and conditions or cancel the CashBack Rewards Program. If we cancel the CashBack Rewards Program, we will credit your Account for the CashBack Rewards you have previously earned, unless my Account is not in good standing at the time or if you have a negative CashBack Reward balance.

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