



Home Trust Equityline® Visa* Card

CONTRACT EXTENDING VARIABLE CREDIT

What the words mean: As this Agreement and the Disclosure Statement are read, please remember that, “I”, “me” and “my” mean the Applicant for the Account and a Card. If there is a Co-Applicant for a Card, these words also mean the Applicant and each Co-Applicant individually, and “we”, “us” and “our” mean the Applicant and each Co-Applicant collectively; and “you” and “your” mean Home Trust Company.

Also, the following words have the meanings indicated:

“Account” – The Home Trust Equityline Visa account we have opened in the Applicant’s name to which all Debt is charged;

“Account Statement” – Our written statement of the Account that we prepare for the Primary Cardholder approximately every 4 weeks [the billing period covered by each Account Statement will vary between 27 days and 34 days (the “Billing Period”)].

“Applicant” – The individual who has signed the Application as the applicant;

“Application” – The request made to us for the Account and your Card(s);

“ATM” – An Automated Teller Machine or Terminal;

“Authorized User” – The holder of a supplementary Card who has been authorized by the Applicant to use the card;

“Balance” – The unpaid balance of the Debt outstanding in the Account that is made up of any combination of Purchases and Cash Advances;

“Card” – The Visa credit card(s) you issued on the Account in my name or Co-Applicant’s name and all renewals of and replacement for the credit card(s);

“Cash Advance” – An advance of cash (or equivalents to cash, such as balance transfers and convenience cheques) that is charged to the Account with or in connection with the Card(s);

“Co-Applicant” – An individual who has signed the Application as a co-applicant and is solidarily liable for the amount of the InterestBearing Balance;

“Collateral” – Acceptable security that I establish with you;

“Credit Charge” – An amount resulting from the application of the Credit Rates to all or part of the Debt;

“Credit Limit” – The maximum amount of Debt that can remain outstanding and unpaid at any time on the Account;

“Credit Rate (Cash Advances)” – The annual percentage rate of Credit Charges referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

“Credit Rate (Purchases)” – The annual percentage rate of Credit Charges referred to in the Disclosure Statement and set out on each Account Statement that applies to each Purchase;

“Credit Rates” – Collectively, the Credit Rate (Cash Advances) and the Credit Rate (Purchases);

necessary for the first available lawyer to call me back within the next business day following my call.

24. Financial Consumer Agency of Canada: You are subject to a number of federal consumer laws that protect me, such as disclosing information about interest rates and fees and providing me with certain information on my Account Statement. If I have a complaint about a potential violation of these laws, I may contact you or I may contact the Financial Consumer Agency of Canada through their website at www.fcac-acfc.gc.ca or at the below address:

Financial Consumer Agency of Canada
6th Floor, Enterprise Building
427 Laurier Avenue West
Ottawa, Ontario K1R 1B9

You may also use my personal information to promote to me your products or services or the products or services provided by your affiliates and marketing partners and add it to client lists you prepare and use for this purpose. I may tell you to stop using the information in the way described at any time by calling you toll free at 1-877-281-7793. This use of my personal information is at my opinion and I will not be refused credit or other services just because I have told you to stop using it this way. If I am no longer your client or this Agreement terminates, you may keep the information in your records so long as it is needed for the purposes described above.

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

22. Complaint Resolution Procedure: Should I have a concern or complaint about the Account, I should contact the person at Home Trust Company I am dealing with. If such person is not available or cannot settle the matter to your satisfaction, you can contact a Customer Complaint Officer at 1-800-990-7881. You will make every attempt to resolve my complaint at this stage but if my concern or complaint remains unresolved, as a next step, I may bring it to the attention of Home Trust Company’s Ombudsman by writing to Home Trust Company, Attn: Ombudsman, 145 King Street West, Suite 2300, Toronto, ON M5H 1J8 by e-mail to Ombudsman@hometrusted.ca or by telephone at 1-877-903-2133 ext. 5008 (in Toronto 416-775-5008). If I feel that my concern or complaint has not been properly dealt with by Home Trust.

23. Health and Legal Assistance Services:

Provided by: Sigma Assistent Inc.

- Bilingual Assistance Coordinators are on call 24 hours a day at 1-866-358-4140.

- Unlimited toll-free calls are included in the services.

- Sigma Assistance Coordinators are supported by registered nurses and accredited lawyers across Canada.

- Assistance services are available to me as the cardholder and my immediate family living at home.

Health Assistance: Health Assistance is a phone service designed to provide answers to questions of a health or medical nature. It is not intended to replace the care of the appropriate, qualified health care professional. If I have a medical emergency, I will contact 911. Occasionally a nurse may not be available at the time of my call. Sigma Assistance Coordinators will then obtain the necessary information for the first available nurse to call me back within 24 hours of my call.

Legal Assistance: Legal Assistance is a phone service designed to provide answers to questions of a legal nature. Sigma lawyers will not provide legal advice, express opinions, analyze legal documents or represent the caller in any way. Questions that pertain to criminal law are excluded from the topics covered by this service. Legal Assistance services can be accessed 24 hours a day. However, Sigma lawyers will only be available Monday to Friday from 9:00 AM to 8:00 PM EST and Saturday from 9:00 AM to 5:00 PM EST. Legal Assistance is not an emergency service. Occasionally a lawyer may not be available at the time of my call. Sigma Assistance Coordinators will then obtain the information

I must return my Card(s) to you at once. I agree that my obligations and our rights under this Agreement will remain in effect following revocation or termination until all balances on my Account incurred before or after revocation are paid in full.

(b) If I fail to comply with my obligations to you under this Agreement, where and to the extent permitted by law, I will be liable to you for:

(i) all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt; and

(ii) all costs and expenses you incur in reclaiming my Card(s).

19. Problems with a Purchase: If I have a problem or dispute with a merchant regarding a Purchase, I must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant. You do not make any conditions, warranties or representations with respect to any goods or services available for purchase on my Account. However, in some circumstances you may be able to provide assistance in resolving a disputed transaction.

If I wish to discuss a dispute, I may contact your Customer Service Representative by telephoning toll-free during regular business hours at 1-877-727-6883 or 416-777-5851.

20. Account Verification: I must examine promptly all Account statements and each entry and balance recorded in them. I must notify you in writing of any errors, omissions, or objections or unauthorized activity on a Visa Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Visa Statement.

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

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish my liability for any Debt under dispute.

21. Collection and Use of Information and My Privacy:

a) From time to time you may collect credit and other financially related information (including information related to my transactions) about me (“Information”) from me, from service arrangements I have made with or through you, from credit bureau and other financial institutions, and from any references I have provided you.

b) You may use or share this information as follows:

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

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

(iii) to provide me with services I request from you; and

(iv) as necessary, to give it to anyone who works with or for you, 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. You may use my social insurance number (SIN) as an aid to identify me with credit bureau and other financial institutions for credit history file matching purposes.

I consent to, and accept this as prior written notice of, your obtaining a credit report or other information about me from time to time.

Home Trust CashBack Rewards Terms and Conditions

(if applicable)

I agree to the following terms and conditions which form part of the Home Trust Equityline Visa Cardholder Agreement between you and I.

1. When CashBack Rewards are issued: Purchases, less any refunds shown on my Account Statements, qualify for the CashBack Rewards if my account is in Good Standing.

2. When CashBack Rewards are not issued: Cash advances, interest charges, fees, payments, credit or debit adjustments and any amount other than purchases that may be charged to my Account with my card or cheques, do not qualify for CashBack Rewards. You may establish other qualifying and non-qualifying transactions from time to time.

3. How CashBack Rewards are issued: Where Purchases qualify for CashBack Rewards, I will earn 1% in CashBack Rewards in the period ending with my 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 I receive later.

4. Bonus CashBack Rewards: From time to time you 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: You may cancel or reverse any CashBack Rewards not issued properly as determined by you. You may refuse to issue CashBack Rewards or may withdraw CashBack Rewards already issued if my Account is not in Good Standing.

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

7. When you may not credit my Account: You may not credit my account if my account has been closed or if my Account is not in Good Standing. As well, if I have a negative CashBack Rewards balance (because I had more Refunds than new Purchases), CashBack Rewards will be deducted from accumulated CashBack Rewards or from CashBack Rewards I 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 my responsibility.

10. Amendment and cancellation: You have the right at any time to amend these CashBack reward terms and conditions or cancel the CashBack Rewards Program. If you cancel the CashBack Rewards Program, you will credit my Account for the CashBack Rewards I have previously earned, unless my Account is not in Good Standing at the time.

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

® Registered trademark of Home Trust Company.

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“Debt” – All amounts charged to the Account with or in connection with the Card(s) including Purchases, Cash Advances, credit charges, service fees and other charges;

“Disclosure Statement” – A written statement included as Schedule A to this Agreement of the Credit Rates, service fees and other charges, and the minimum payment for the Account set out in a document accompanying the Card(s) when we issue it to you and in any other document or statement we may send to you from time to time;

“Due Date” – The date on which my Minimum Payment is due as indicated as such on my Account Statement;

“Good Standing” – My Account is paid as agreed and is not past due;

“Minimum Payment” – The minimum Payment on the Account referred to in the Disclosure Statement and set out on each Account Statement;

“New Balance” – The amount indicated as such on an Account Statement;

“Overpayment” – Any payment greater than the minimum balance due as shown on each Account Statement.

“PIN” – The personal identification number for Purchase transactions at chip terminals and use at an Automated Teller Machine that has been assigned to my Card(s) in your prescribed manner;

“Primary Cardholder” – The individual who applied for the Account, the Applicant;

“Purchase” – A purchase of goods or services (or both) that is charged to the Account with or in connection with my Card(s);

“Statement Date” – The date indicated as such on an Account Statement.

I agree with you as follows:

1. General Terms of Agreement: This Agreement and the Disclosure Statement apply to the Account and my Card(s). This Agreement replaces all prior cardholder agreements between you and me for the Account, and for my Card(s). If I sign, use or accept my Card(s),

it will mean that I have received and read this Agreement and the Disclosure Statement. It will also mean that I have understood and agreed with you to everything written here and in the Disclosure Statement. I should keep a copy of the most current Agreement for my records.

2. Card Use: I may use my Card(s) to obtain advances of money from you through Purchase transactions, Cash Advance transactions, and other transactions you permit from time to time.

The use of the Account, the Card and the PIN is governed by this Agreement. I must not use my Card(s) after the expiration date shown on it or after you have revoked any of the rights and privileges attached to the card or after the termination of this Agreement. I acknowledge responsibility for care and control of both my Account number and my PIN. I/we must keep possession of my Card(s) and keep my PIN strictly confidential as well as take all reasonable precautions to ensure no one finds out my PIN.

3. Card Ownership: You are the owner of my Card(s). No one but the person named on the Card is permitted to use it. I do not

have the right to assign or transfer this Agreement, the Account or my Card(s) to anyone else. You may assign this Agreement or any of your rights under it without notice or consent.

4. Personal Identification Number, Lost Stolen and Unauthorized Use of Card: Personal Identification Number: You will provide me with a personal identification number (PIN) for my Card or advise me how to select it. You will also tell me how to change my PIN. Protecting the security of my Card is important. I agree to keep my PIN confidential and separate from my Card at all times and to select a PIN which cannot be easily guessed. A PIN combination selected from my name, date of birth, telephone numbers, address or social insurance number should not be used. No one but me is permitted to know or use my 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: I must tell you at once if my Card is lost or stolen or if I suspect it is lost or stolen, and provide all pertinent information that is requested to aid in the recovery of the Card. I may do this in the way you have set out on each Account Statement.

Unauthorized Use of Card: If someone uses my Card and my PIN or my Account number with any other security code to make unauthorized purchases or otherwise obtain the benefits of my Card, I will not be responsible for those charges provided that I:

- (i) am able to establish to your reasonable satisfaction that I have taken reasonable steps to protect my Card against loss or theft and to safeguard my PIN and other security codes in the manner set out in this Agreement, and
- (ii) cooperate fully with your investigation.

I will, however, remain fully responsible for all such charges if I voluntarily disclose my PIN or other security code or otherwise contribute to the unauthorized use of my Card or access to my Account.

I am not responsible for unauthorized use of my Card or my Account number in transactions in which neither a PIN nor a security code is used as the cardholder verification method provided that I cooperate fully with your investigation.

For the purposes of this protection, “unauthorized use” of a Card or Account number means use by a person other than me and from which I do not receive any benefit.

5. Credit Limit: You will set a Credit Limit for my Account. You will tell me what the current Credit Limit is on the document accompanying my Card(s) when you issue it to me, and on each Account Statement. I will not permit the Debt I owe to you at any time to exceed the Credit Limit. I understand that the use of my Card(s) and the Account may be suspended, or a fee as disclosed may be levied, at your discretion, if the Credit Limit is exceeded.

6. Collateral: I understand that it is a specific condition of your approving my application that I submit and maintain Collateral with you. I grant you a security interest and pledge and assign to you any and all Collateral to secure payment of all my existing or future obligations under this Agreement and on my Account. With my express consent, you may choose to increase my Credit Limit without requiring me to add to the Collateral. You may retain the Collateral until the latest of the following events:

- (i) ten (10) weeks from the time we receive from you all of the unexpired Card(s), cut in half, or
- (ii) ten (10) weeks from the time of termination of the Account.

7. Liability for Debt: Subject to Section 4 and Section 20, I will be liable to you for all Debt charged to the Account no matter how it is incurred and even though, in the case of one or more Applicants or an Authorized User, you do not send Account Statements to each of us. If there is one or more than one Co-Applicant, we will be jointly and severally liable to you for all of that Debt and everything else we have agreed to with you in this Agreement. If I am in default of payment for any reason, you may apply any money raised through the sale of Collateral I (or any one or more of us) have submitted to you against any Debt I (or any one or more of us) have not paid to you as required under this Agreement, without notice to me (or any of us).

8. Payment of Debt:

(a) Subject to sub-Sections 8 (b), 8 (c) and Section 12, I may pay the Debt I owe to you in full or in part at any time.
(b) Subject to sub-Section 8 (c) and Section 12, I must make one of the following payments of the Debt shown on each Account Statement by the Due Date shown there in order to keep the Account up-to-date:

- (i) a payment in full of the New Balance shown on the current Account Statement if that New Balance is less than \$10.00,
- (ii) a payment of not less than the minimum payment shown on the current Account Statement which will be determined in the manner set out in the Disclosure Statement, or
- (iii) any payment greater than the above.

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

(d) I must keep the Account up-to-date at all times.

9. Credit Charges:

(a) I will not pay a Credit Charge on the amount of any Purchase appearing on an Account Statement for the first time if the New Balance is paid in full by the Due date shown there or at the latest within 21 days of the date of mailing of the Account Statement, even if I am carrying a balance from the previous month, except for the portion of the New Balance that represents Cash Advances, for which I will pay a Credit Charge as set out in sub-Section 9 (b) (ii).
(b) If I do not make payment in the manner set out in sub-Section 9 (a) I will pay a Credit Charge on the Balance at the Credit Rates then in effect and in the manner described below and in subSection 9 (c): I will pay a Credit Charge:

- (i) on the amount of each Purchase from (and including) the transaction posting date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Balance; and,
- (ii) on the amount of each Cash Advance from (and including) the day I obtain them to the day you receive payment in full of the Balance.

You will not apply a Credit Charge on amounts resulting from the application of such a charge on an earlier Account Statement.
(c) Calculation of Credit Charges: The Balance subject to Credit Charges, is calculated by using an “average daily balance”. The average daily balance for a Billing Period is determined at the end of each day by adding separately the value of any Purchases or Cash Advances posted or charged to the Account since the beginning of the Billing Period to the balance of net capital owing at the end of the preceding Billing Period for such categories and then subtracting from such balance, all payments or credits received since the beginning of the Billing Period. The aggregate of all the daily balances for each day of the Billing Period is then divided by the number of days in such period, giving the average daily balance.

Monthly Credit Charges for Purchases and for Cash Advances are calculated by multiplying the average daily balance by the nominal Credit Rate applicable for each and then multiplying the product thus obtained by the fraction represented by the number of days in the Billing Period in relation to 365 days. Examples of the credit charges based on a static average daily balance for every day of a 30-day Billing Period can be found in the Disclosure Statement included as Schedule A to this Agreement.

In the event that you are required to make payments to us of any service fee or other charges included at Section 11 of this Agreement or any other amounts that we are entitled to charge pursuant to or in respect of this Agreement (or as permitted by law) the effective Credit Rates calculated pursuant to this Agreement may vary.

Credit Charges can be minimized by paying as early as possible after the receipt of the Account Statement, and in any event no later than the Due Date or 21 days after the mailing of the Account Statement.

10. Application of Payments: You will apply each payment of the Debt first towards my Minimum Payment. Payments of Debt are applied in the following order: Credit Charges; service fees and other charges, to the extent permitted by law; billed Cash Advances; billed Purchases; unbilled Cash Advances; and unbilled Purchases. Where there is a difference in the Credit Rates charged on any part of the Balance, you will apply amounts received toward items in each category in order of Credit Rate beginning with the highest Credit Rate items within a category and continuing to the lowest rate item within the category. All payments must be made in Canadian dollars. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting me in default of it. Your pre-authorized payment service will allow me to have the Minimum Payment due to be automatically deducted from my bank account on the Due Date.

Additional payments may be made by mail, by sending the remittance slip accompanying each statement together with a cheque or money order. Alternatively, additional payments may be made at any Financial Institution in Canada that displays the Visa logo. Payments must be received by Home Trust Company by the Due Date in order to be processed by the Due Date.

11. Service Fees and Other Charges: To the extent permitted by law, I 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 you may send to me from time to time. You will charge them to the Account at the time I incur them.

12. Default: I will be in default if I fail to make any payment when due, exceed my credit limit and do not pay the excess when due, become the subject of bankruptcy or insolvency proceedings, die, fail to comply with any of the terms of this Agreement, or provided false information to obtain my Account. If I am in default:

- (i) I recognize that all amounts of any kind unpaid under the terms of this Agreement, including, without limitation, the Debt shall become immediately payable and agree that I must pay all such amounts at once, and
- (ii) you may execute any and all remedies available to you at law against the Collateral that I granted to you, all without notice or demand (to the extent permitted by law). Also, you may revoke any of the rights and privileges attached to my Card(s) and Account, cancel my Card(s) and terminate this Agreement as to future Purchases or Cash Advances, all without notice.

I agree to cut in half and immediately return my Card(s) to you upon demand.

Clause required under the Consumer Protection Act (Clause of forfeiture of benefit of the term).

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section 69 of the General Regulation, he must forward him a statement of account.

Within 30 days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

- (a) either remedy the fact that he is in default;
 - (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.
- It is in the consumer’s interest to refer to sections 104 to 110 of the Consumer Protection Act (R.S.Q., c. P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.
- 13. Automated Banking Machines:** I may use my Card together with my PIN to make transactions on the Account at any ATM that display the Visa logo, and at any other ATMs you designate from time to time, subject to my agreement with you governing the use of my PIN.

I acknowledge that I may make Cash Advances until I reach my Credit Limit. After this maximum is reached, additional requests for Cash Advances will be declined until I make a payment on my Account.

14. Illegal Transactions: I acknowledge that I will not use my Card(s) for any illegal transactions or to purchase any illegal products or services.

15. Changes to Disclosure Statement: You may change the Credit Rates, service fees and other charges, and the minimum payment for the Account set out or referred to in the Disclosure Statement periodically. I will be given at least thirty (30) days prior written notice, as provided for by law, of each change, directed to the Applicant’s address last appearing on your records. If my Card is used or any Debt remains unpaid after the effective date of a change, it will mean that I have agreed to the change.

16. Changes to Agreement: You may change this Agreement periodically. To the extent required by law, I will be given at least thirty (30) days prior written notice of each change, directed to the applicant’s address last appearing on your records. If my Card is used or any Debt remains unpaid after the effective date of a change, it will mean that I have agreed to the change.

17. Change of Address: I acknowledge that I am responsible for notifying you of any change of address within 10 days of moving either in writing, or by contacting your Card Centre by telephone at 416-777-5851 or toll free at 1-877-727-6883.

18. Termination and Revocation:

(a) I may terminate my credit privileges on my Account at any time by notifying you of my intention to terminate. Card(s) are issued with an expiration date. You have the right not to renew my Account.

Without limiting my rights provided in the section of the Agreement entitled “Default”, you have the right to revoke any of the rights and privileges attached to my Card(s) and terminate this Agreement as to future Purchases or Cash Advances at any time for any reason, upon prior notice. If either of us terminates my credit privileges,