



Home Trust CARDHOLDER AGREEMENT

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 credit card account we have opened in the Applicant's name to which all Debt is charged;

"Account Statement" – The written statement of the Account that you prepare for me approximately every four (4) weeks (the period covered by each Account Statement will vary between twenty seven (27) days and thirty four (34) days), except if there has been no Account activity in the previous billing period;

"Agreement" – This cardholder agreement between me and Home Trust Company which outlines the terms and conditions of my Account as well as all Card(s) associated with my Account, as such Agreement may be amended, modified, supplemented or replaced from time to time, and includes the Application and Disclosure Statement;

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

"Application" – The request I made to you for 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 primary Cardholder.

"Average Daily Balance" – The result obtained by adding each Daily Balance for each day of the period covered by the Account Statement and dividing the result by the number of days of the period covered by the Account Statement.

"Card" – The Visa or MasterCard credit card(s) you issued on the Account in the 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 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 the Account;

"Daily Balance" – The result obtained each day 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 payment Due Date and the new advances, and by subtracting payments made during the period covered by the Account Statement.

"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; I agree that my obligations and rights under this Agreement will remain in effect following revocation or termination until all balances owing on my Account incurred before or after revocation are paid in full.

Unless I reside in Quebec, if I fail to comply with my obligations to you under this Agreement, I will be liable to you for all reasonable costs incurred by you or your agents for:

- (i) legal services retained to collect or attempt to collect payment; and
- (ii) realizing on any security interest taken under this Agreement or in protecting such a security interest, including the cost of legal services retained for that purpose. If I have provided a Security Deposit, four (4) weeks from the time you receive from me all Cards issued on the Account and the Debt is paid in full, you will return to me by way of cheque the balance of my Security Deposit less any monies owed to you.

"Disclosure Statement" – The information box and additional disclosures appearing below the information box which set out the Interest Rate, service fees, other charges and required disclosures for the Account and are included in the Application and which form part of this Agreement;

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

"Holiday" – A day which is a statutory Canadian federal, provincial or territorial holiday in the province or territory in which the Applicant resides;

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

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

"Interest free Grace Period" – The Interest free Grace Period referred to in the Disclosure Statement;

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

"Interest Rate (Purchases)" – The annual percentage rate of interest charges referred to in the Disclosure Statement that is the lowest amount of money that I am required to pay each month on my Account as set out on each Account Statement that applies to each Interest-Bearing Purchase;

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

"Minimum Payment" – The Minimum Payment for the Account referred to in the Disclosure Statement and set out on each Account Statement;

"New Balance" – The total outstanding amount on my Account indicated as such on the Account Statement;

"Overpayment" – Any payment greater than the Minimum Payment as shown on each Account Statement;

"PIN" – The personal identification number assigned to my Card in the prescribed manner for Purchase transactions at chip terminals and use at an ATM;

"Purchase" – A purchase of goods or services (or both) at any merchant or business that accepts the Card that is charged to the Account with or in connection with the Card; **"Security Deposit"** – A deposit made by or on behalf of the Applicant in the amount specified as security deposit amount in the Application; and

"Security Deposit" – A deposit made by or on behalf of the Applicant in the amount specified as security deposit amount in the Application; and

"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). I understand that if I use my Card(s) it will mean that I have agreed to everything in this Agreement and in the Disclosure Statement. This Agreement is my promise to pay to you all amounts owing on the Account. 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 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/Assignment: You are the owner of the Card. 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 the Card to anyone else. You may, sell, transfer or assign this Agreement or any of your rights and obligations under it without notice or consent. This includes your right to payments.

4. Personal Identification Number, Lost Stolen and Unauthorized Use of Card: **Personal Identification Number:** You will provide me with a 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 any unauthorized transactions that occur after I have informed you that my Card or Account information has been lost, stolen, misused or is missing. If I am a MasterCard cardholder, I will benefit from the MasterCard Zero Liability Policy in the event of unauthorized use of the Account if all of the following three conditions are met:

- My Account is in good standing; and
 - I have exercised reasonable care in safeguarding the Card and PIN; and
 - I have not reported two or more unauthorized events in twelve (12) months.
- The three (3) conditions are collectively referred to as the "MasterCard Conditions".

If I meet all three (3) of the MasterCard Conditions above, I will not be liable for unauthorized use of the Account, Card or PIN. If I am a Visa cardholder, I will benefit from the Visa Zero Liability Policy in the event of unauthorized use of the Account if 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 (the "Visa Conditions").

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

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

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 the Card when you issue it to me and on each Account Statement. You calculate available credit by deducting from my Credit Limit the amount I owe you and the amount of any Purchases you have authorized but not yet charged to my Account.

The Credit Limit assigned to my Home Trust Secured Visa is based on the security deposit amount that I have provided. Non-guaranteed security deposits may be held up to a maximum of 10 business days.

6. Security Deposit: If it is a specific condition of approving my Application that I submit and maintain a Security Deposit with you, I grant a security interest and pledge and assign to you any and all sums now or later in the Security Deposit to secure payment of all my existing or future obligations under this Agreement and on the Account. My Security Deposit will be equal to or greater than my Credit Limit at all times, unless you choose to increase my Credit Limit with my express consent without requiring me to increase my Security Deposit. I may request an increase to my Credit Limit at any time and accompany such written request with the appropriate amount of Security Deposit. You 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 you on the Account are paid in full; (ii) four (4) weeks from the time you receive all un-expired Cards; or (iii) four (4) weeks from the time of termination of the Account. Except for the Security Deposit, you do not have a security interest in any other of my property in connection with the Account. Should a balance be remaining in my Security Deposit account of \$2.00 or less, no refund will be issued unless I 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 my Debt is paid in full you will return the remaining balance of my Security Deposit. If I am a resident of Quebec, I understand that you may request that I enter into a Deposit, Set-Off and Hypothec Agreement. 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 and Section 23, I will be liable for all Debt charged to the Account no matter how it is incurred, including all amounts incurred by any Authorized User. I am responsible to ensure that all Authorized Users comply with all of the terms and conditions of this Agreement. If I am in default of payment for any reason, you may apply any money I have placed on deposit with you as a Security Deposit against any Debt I have not paid to you as required under this Agreement without notice to me.

8. Payment of Debt:

- (a) Subject to sub-Section 8(b) and Section 15, I may pay the Debt I owe you in full or in part at any time.
- (b) Subject to Section 15, I must make one of the following payments on the Debt shown on each Account 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 my Account Statement, which will be the greater of \$10.00 or 3% of the New Balance shown on the Account Statement; or
- (iii) any payment greater than those in (i) or (ii) above. I will use all reasonable efforts to ensure my payment(s) will not exceed the Debt owed.

9. Interest Charges: The interest charges are calculated on the Average Daily Balance at the Interest Rate (shown on the front of the Account Statement) multiplied by the number of days in the Account Statement period and divided by 365 (in a regular year) or 366 (in a leap year).

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. Purchases: My payment due date will be at least 21 days after the Statement Date. You do not charge interest charges on any Purchase that appears on my Account Statement for the first time if I pay the New Balance in full on or before the Due Date shown there, even if I am carrying a balance from the previous month. If I have not paid my New Balance in full by the Due Date, you will charge interest charges on Purchases retroactively by calculating the Average Daily Balance to include each Purchase from the date it is posted to my Account until the end of the billing period in which you receive full payment. If I only make a partial payment, the Average Daily Balance will be reduced to reflect the amount of my payment and the date you receive it, and you will continue to charge interest charges on the remainder until the end of the billing period in which full payment is received.

11. Cash Advances: There is no Interest free Grace Period on Cash Advances. You charge interest charges on a Cash Advance from the date it is posted to my Account until the end of the billing period in which full payment is received.

12. Calculation of interest charges: You calculate interest charges on my Debt monthly using the Average Daily Balance method. The calculation is done as follows: at the end of each billing period, you calculate interest charges separately for each category of transactions that makes up my balance (i.e., Purchases and Cash Advances) (each, a "category") as each category is subject to interest charges at a different percentage rate of interest charges (annual interest rate and other charges), as set out in the Disclosure Statement. For each category, you 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. You 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 you then add this amount to my balance for each category. You determine the "Average Daily Balance" for a particular category by adding together the balances 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. You determine the "daily interest rate" for a particular category by dividing the applicable interest rate for the category by 365 (in a regular year) or 366 (in a leap year).

13. Application of Payments: Each payment of the Debt is first applied towards my Minimum Payment. If I pay more than the Minimum Payment, you will apply the amount over the Minimum Payment (i.e., the excess payment) to the remainder of my New Balance. If the different amounts that make up my New Balance are subject to different interest rates, you will allocate the excess payment first to the amount with the highest interest rate and you will then 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. You reserve the right, subject to applicable law, to change the order in which you apply payments, without notice to me.

All payments must be made in Canadian dollars. Payments may be made by mail or at any Canadian financial institution displaying the Visa or MasterCard logo. Payments must be received by you by the Due Date in order to be processed by the Due Date. If my Due Date falls on a Saturday, Sunday or a Holiday but you receive my payment on the first day following the Due Date which is not a Saturday, Sunday or Holiday, you will treat my payment as if it was received by the Due Date. You will determine my place of residence for the purpose of determining whether my Due Date falls on a Holiday (or for any other purpose) based on the home address I have on file with you at the time my Account Statement is prepared. If I have a statement mailing address which is different from my home address, you will use my home address to make this determination. Any payment made by non-certified personal or business cheque may be held for up to a maximum of 10 business days.

14. Service Fees and Other Charges: 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 of Account at the time I incur them.

15. Default: I will be in default if I fail to make any payment when due, become the subject of bankruptcy or insolvency proceedings, fail to comply with any of the terms of this Agreement, provide false information to obtain my Account or die. If I am in default:

- (i) I must pay all Debt at once; and
- (ii) you may enforce the security that I granted to you, all without notice or demand. Also, you may revoke any of the rights and privileges attached to my Card and terminate this Agreement as to future Purchases or Cash Advances, all without notice. I must immediately return my Card to you.

16. ATM Cash Advances: I may use my Card together with my PIN to make transactions on the Account at any ATM that displays the Visa or MasterCard logo and at any other ATMs that you may designate from time to time. Cash Advances will be authorized in accordance with my available credit and up to a maximum of 100% of my Credit Limit.

17. Illegal Transactions: I acknowledge that I will not use the Card or Account number for any illegal, unlawful or fraudulent purpose or to purchase any illegal products or services.

18. Changes to Disclosure Statement: You may change the interest rates, service fees and other charges 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 of each change, directed to the address shown in your records. If the Card is used after the effective date of a change, it will mean that I have agreed to the change.

19. Changes to Agreement: You may change any provision of this Agreement periodically without my consent. I will be given at least thirty (30) days prior written notice of each change directed to the address shown in your records, setting forth the new feature, the date of the coming into force of the new feature and my rights to refuse the change and to rescind this Agreement without cost, penalty or a cancellation indemnity by sending me a notice to that effect no later than 30 days after the change comes into force, if the amendment entails an increase in my obligations or a reduction in your obligations. If the Card is used after the effective date of a change and I have not exercised my refusal rights, it will mean that I have agreed to the change.

20. Change of Address: I am responsible for notifying you of any change of address and other contact information provided to you within ten (10) days of the change either in writing or by contacting your Card Centre by telephone at 1-888-281-7793 or 416-777-5851 (Monday through Friday between 8:00 am and 8:00 pm ET).

21. Expiration and Termination: I may terminate the credit privileges on my Account at any time by notifying you of my intention to terminate. Cards are issued with an expiration date. You have the right not to renew my Account. Without limiting my rights provided in the section of this Agreement entitled "Default", you have the right to suspend, cancel, restrict or revoke any of the rights and privileges attached to the Card, reduce my 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 you or I terminate the credit privileges, I must pay all Debt at once and return all Cards to you at once. I agree that my obligations and rights under this Agreement will remain in effect following revocation or termination until all balances owing on my Account incurred before or after revocation are paid in full.

22. Problems with a Purchase: Before contacting you, I will attempt to settle all claims, problems and disputes regarding any transaction or any credit voucher issued by a merchant directly with the merchant. You do not make any conditions, warranties or representations with respect to any goods or services available for Purchase(s) on my Account. I am responsible for any recurring transactions or payments that I have authorized merchants to charge to my Visa or MasterCard Account, even after I or you cancel this Agreement. If I wish to discontinue any such recurring transactions or payments, I must directly contact the merchant and then check my Account Statements to ensure that the transactions or payments have, in fact, been discontinued. I must still pay all Debt as required by the Agreement. Although you are not obliged to take any action for merchant disputes unless required to do so by law, in some circumstances you may be able to provide assistance in resolving a disputed transaction or payment. If I wish to discuss a dispute, I may contact Customer Service by telephoning toll-free during regular business hours at 1-888-281-7793 or 416-777-5851.

23. 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 any Account Statement, or an entry or balance recorded in it, within sixty (60) days from the Statement Date recorded on that Account Statement.

If I do not notify you as required, you are entitled to treat the above Account 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 Account Statements, entries, and balances.

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

24. Collection, Use and Disclosure 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.

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 1-888-281-7793. 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.hometrust.ca. I may request access to or correction of my personal information by writing to your Chief Privacy Officer at privacy@hometrust.ca.

25. Your Liability to Me: You are not liable to me for damages if the matter giving rise to my claim or dispute is not within your control.

26. 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@hometrust.ca or by telephone at 1-877-903-2133 ext. 5008 (in Toronto 416-775-5008).

27. Financial Consumer Agency of Canada: You are subject to a number of federal consumer laws that protect me, such as disclosing information about credit rates, 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 the Financial Consumer Agency of Canada at its office at Financial Consumer Agency of Canada, 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario, K1R 1B9 or through their website at www.fcac-acfc.gc.ca.

28. Governing Law. This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory in which I reside and the federal laws of Canada applicable therein. In the event of a dispute, I agree that the courts in the province or territory where I reside will have exclusive jurisdiction over any dispute arising in connection with the Card, the Account or this Agreement.

29. Severability. If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

30. Waiver. Your failure to exercise or delay in exercising any rights does not prevent you from enforcing those rights later.

31. Miscellaneous. When used in this Agreement, the term "including" means "including but not limited to." The headings in this Agreement are for convenience only and do not affect the interpretation of the rest of the Agreement. When you refer to this Agreement or other agreements or documents, you are referring to this Agreement and those other agreements or documents as they may be amended, replaced or supplemented from time to time.

32. Language law.

This Agreement and all related documents have been drafted in the English language at the express request of the parties. La présente convention ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.

Home Trust CashBack Rewards Terms and Conditions

(if applicable)

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

1. When CashBack Rewards are issued: Purchases (excluding any purchase involving a foreign currency), 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.