



Money Mart Mastercard Cardholder Agreement

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This Cardholder Agreement is between you, National Money Mart Company (“**Money Mart**”) and Brim Financial Inc. (“**Brim**”). When we use “**we**,” “**our**,” or “**us**,” we mean both Money Mart and Brim unless specifically stated otherwise. This agreement governs your Account as well as all Cards associated with your Account. The Card is issued by Brim pursuant to a license from Mastercard under a program that is managed by Money Mart. As a result of this arrangement, both Money Mart and Brim will collect, use, disclose and otherwise handle your personal information in accordance with this Cardholder Agreement and their respective privacy policies. Money Mart and Brim may also provide you with communications and notices related to your Account and this Cardholder Agreement.

The promises and consents provided in your Card application remain in effect. You can find all defined terms in the *Definitions* section below. This Cardholder Agreement replaces any previous Cardholder agreement provided in connection with your Account and contains important and useful information that you must read and understand.

If you activate or use your Card, sign your Card, have a Balance on your Account, access your Account or make a payment on your Account, you consent to and accept all terms and conditions set out in this Cardholder Agreement and the Disclosure Statement. Please keep this Cardholder Agreement in a secure place for future reference.

The Money Mart Mastercard is only available for Canadian residents, other than residents of the provinces of Quebec, Newfoundland and Labrador or the Territories (Yukon, Northwest Territories and Nunavut).

Terms and Conditions

1. Definitions

In this Cardholder Agreement, the words listed below have the following meaning:

“**ABM**” means an automated bank machine.

“**Account**” means the credit card account we open and maintain for the Cards in the name of the Primary Cardholder.

“**Account Documentation**” means any one or more documents relating to your Account or evidencing your Agreement, including, but not limited to, any electronic or technology-based documents.

“**Additional Cardholder**” means a person who has been issued a Card under the Account with the authorization and at the request of the Primary Cardholder.

“**Additional Cardholder Spending Limit**” means a monthly spending limit set by the Primary Cardholder for an Additional Cardholder, which may include a cash limit specific to that Additional Cardholder.

“**Branch**” means a physical location of Money Mart where in-person service may be provided.



“Agreement” means collectively all agreements between you and us relating to your Account and any Card issued under the Account, including your application for a Card, this Cardholder Agreement, the Disclosure Statement, your monthly statements, the Money Mart Privacy Policy, the Brim Privacy Policy, the terms and conditions relating to any Mobile Wallet provided or developed by us, the terms and conditions relating to any other optional service, loyalty or rewards program, special payment plan or promotional offer provided or developed by us from time to time together with all amendments, modifications, supplements, and replacements to any of the foregoing from time to time in accordance with the terms of the Agreement and applicable law.

“Available Credit” means your Credit Limit less your Balance and the aggregate amount of any authorized Transactions.

“Balance” means the total amount of all Transactions, interest, fees and any other amounts charged to the Account under the Agreement, less any payments or credits that have been posted to your Account.

“Brim Privacy Policy” means the Brim Privacy Policy, a current version of which can be obtained at brimfinancial.com, as amended, modified, supplemented or replaced from time to time.

“Card” means any Money Mart credit card or other account access device issued by Brim to a Cardholder under the Account, which can be used to incur charges on the Account, including any renewal or replacement of such Money Mart credit card or device that is issued by Brim from time to time under this Cardholder Agreement.

“Cardholder” means the Primary Cardholder and any Additional Cardholder.

“Cardholder Agreement” means this Money Mart Mastercard Cardholder Agreement, as amended, modified, supplemented or replaced from time to time in accordance with this Cardholder Agreement and applicable law.

“Cash Advance” includes the following:

- (i) a cash advance obtained from an ABM or a financial institution that accepts your Card;
- (ii) use of your Card or Account for Cash-Like Transactions; and
- (iii) any other Transaction where you withdraw cash from the Account.

“Cash-Like Transaction” means a Transaction involving the purchase of items that are directly convertible into cash or are similar to cash, including negotiable instruments. Cash-Like Transactions include, but are not limited to, wire transfers, travelers cheques, money orders and



gaming transactions, including betting, off-track betting, racetrack wagers, lottery tickets, and casino gaming chips.

“Credentials” means information stored on any electronic device including, but not limited to, your mobile device and or digital wallet that may be used by a Mobile Wallet to identify you and your Account.

“Credit Limit” means the maximum amount up to which credit is extended under the Account and that is available to you to charge Transactions and cover interest and fees.

“Disclosure Statement” means the initial disclosure statement provided to you when your Account was opened and any additional disclosure statement to be provided to you with your new or replacement Cards, each as amended, modified, supplemented or replaced from time to time in accordance with this Cardholder Agreement and applicable law. Each such disclosure statement sets out the annual interest rates, fees and other information regarding your Account and forms part of this Cardholder Agreement.

“Insurance Certificates” means certificates of insurance relating to insurance products embedded on the Card made available to Cardholders that are underwritten by the insurance providers named therein.

“Minimum Payment” means the amount shown on each monthly statement that is required to be paid by the Payment Due Date.

“Mobile Wallet” means Apple Pay, Samsung Pay, Google Pay, or any other mobile payments service, digital wallet mobile device application or electronic application used to make Transactions with your mobile device.

“Money Mart Privacy Policy” means the Money Mart Privacy Policy, a current version of which can be viewed and obtained at moneymart.ca, as amended, modified, supplemented or replaced from time to time.

“Online Services” means any or all of Brim and Money Mart’s website, Cardholder Portal or mobile application.

“PAP” means a pre-authorized payment charged to the Account, including pre-authorized payments charged to the Account by any Additional Cardholder and those charged to the Account after this Cardholder Agreement ends or an Additional Cardholder’s Card has been cancelled or expires.

“Payment Due Date” means the date appearing on each monthly statement when at least the Minimum Payment is due to be paid on your Account.

“Personal Information” means any identifiable information about you in our possession or control.

“PIN” means a personal identification number, unique number or password provided to or selected by the Cardholder and used with a Card to authenticate a Cardholder, including when a Card is used at ABMs, merchant terminals or other devices which require a PIN.



“Primary Cardholder” means the person:

- (i) who applied for the opening of the Account and the issuance of a Card,
- (ii) in whose name the Account has been opened and to whom a Card has been issued by Brim under this Cardholder Agreement, and
- (iii) is the person who is liable for all amounts owing on the Account under the Agreement.

“Purchase” means any Transaction that is not a Cash Advance.

“Transaction” means any use of a Card, Card number or Account to purchase goods or services or make other charges to your Account (including all Purchases made online or using a Mobile Wallet and Cash Advances) and includes unpaid interest and fees.

“you” or **“your”** means each Cardholder. If there is more than one Cardholder, “you” and “your” refer to each one of you.

Any words importing the singular only shall include the plural and vice versa. All other capitalized terms used in the Agreement and not defined above are defined elsewhere in this Cardholder Agreement.

2. About the Card and Using Your Credit Card Account

- a. Transactions:** You may use your Card and Account number to make Purchases in person, online, by phone, through contactless Transactions, Mobile Wallet, and other electronic and remote methods. If we permit, you may also obtain Cash Advances. We reserve the right to decline or block Cash Advances at any time, without notice. We reserve the right to decline or restrict Transactions at any time, including Transactions that would cause your Credit Limit to be exceeded. All usage must comply with this Cardholder Agreement and is subject to Card acceptance at the point of purchase.
- b. Prohibited Use of your Card:** Your Card and Account number must not be used for any illegal or unlawful purposes. This includes transactions prohibited by laws in your place of residence, where the Card is used, or where goods or services are provided. You further agree not to use your Card before the valid from date or after the expiry date indicated on the Card. If any amounts are charged on a Card before the valid from date or after the expiry date, the Primary Cardholder is liable for and must repay us those amounts. We reserve the right to block, stop or prevent your Card or Account from being used for certain types of Transactions as determined by us without advance notice to you. You must not return goods or services obtained using your Account for a cash refund. You must not use your Card to obtain cash from a merchant for a charge recorded as a Purchase. You must not obtain a credit to your Account except by way of a refund for goods or services previously purchased on your Account.
- c. Repayment Obligations:** When any Cardholder makes a Transaction using the Card or Account number, it is an extension of credit by Money Mart to the Primary Cardholder for the Transaction amount. This applies whether or not the Card is physically presented. The Primary Cardholder is liable for and promises to repay the entire Balance and any other amount owing under the Agreement to Money Mart,



including any amounts charged to the Account by any Additional Cardholder. The Primary Cardholder is responsible for ensuring that all Additional Cardholders comply with the terms and conditions of the Agreement.

- d. Unauthorized Use:** You agree that each Card and related Account number will be used only by the Cardholder whose name appears on the Card. If a Cardholder lends their Card or Account number to another person or allows someone else to use it, the Primary Cardholder remains responsible for all amounts charged to the Card or Account by that person.
- e. Card Signing and Ownership:** The Card is and shall at all times remain the property of Brim. You will sign your Card immediately when you receive it, and you may be required to activate your Card before it can be used. All Cards must be immediately returned to Brim upon request. Brim may request the return of and replacement of a Card at any time.
- f. Adding or Removing Additional Cardholders:** If we agree, you may be permitted to add an Additional Cardholder to the Account. The Primary Cardholder may, without advance notice to any Additional Cardholder, add or remove any Additional Cardholders from the Account by visiting a Branch, contacting us, or through the Online Services. An Additional Cardholder's Card number (or the number on the renewed or replaced Card) may be different from the Primary Cardholder's original Card number, but all such Card numbers are part of the same Account. We may limit the number of Additional Cardholders on an Account or remove Additional Cardholders from an Account at any time.
- g. Recurring Transactions:** The Primary Cardholder is liable for all PAPs charged to the Account. If you have arranged for any PAPs to be charged to a Card, you are responsible for providing a merchant with adequate, correct, and current information, including advising a merchant if your Card number or expiry date changes. We are not liable if any PAPs cannot be posted to your Account. You must settle any dispute you may have in connection with a PAP directly with the merchant who charged your Account. If you want to cancel a PAP, you must contact the merchant in writing to advise them that you will be terminating the PAP and must check your statement after the merchant has received your notice to ensure that the PAP has been cancelled. You are responsible for ensuring you have sufficient Available Credit on your Account for recurring transactions.
- h. Personal Identification Number (PIN):** Upon activation of your new Card, you will be required to set up a PIN or change the temporary PIN we provided. When setting up or changing your PIN, you must not select a PIN that:

 - (i) is easily identifiable, such as a birth date, a phone number or a PIN that you use for any other accounts you may have;
 - (ii) can be easily obtained or guessed by someone else;
 - (iii) is the same as or contains any part of any number on an identification card that is kept close to your Card; or



(iv) does not comply with any other instructions provided by us from time to time for protecting, setting, or changing your PIN.

You must:

(i) keep your PIN confidential and maintain the secrecy of your PIN or any other password used in relation to your Account;

(ii) take all reasonable precautions to maintain confidentiality of your PIN, including but not limited to when using an ABM, or making a purchase from a merchant with a chip-enabled terminal;

(iii) not write any PIN or password on your Card or on statements for your Account. You must not share your PIN or any other password for your Account with anyone; and

(iv) not select a code that can be easily associated with you such as your name, date of birth or telephone number.

i. **Mobile Wallets:** If permitted by us, you may add your Card to a Mobile Wallet on a supported device. Using a Mobile Wallet is another way to use the Card and this Agreement applies to all Mobile Wallet transactions. The Mobile Wallet provider's terms also apply, and the Mobile Wallet is not operated by us. We have the right to determine whether your Card and your device are eligible for Mobile Wallet use. We may remove Mobile Wallet use at any time, including for fraud risk or if the Account is not in good standing. You are responsible for securing your device and any passcodes or biometric credentials and for telling us promptly if they are lost, stolen, or compromised. Mobile Wallet acceptance and transaction limits vary by merchant, network, and Mobile Wallet. We do not charge a fee to use a Mobile Wallet. We may share limited information with Mobile Wallet providers, payment networks, and service partners to enable Mobile Wallet use, in accordance with our respective privacy policies. Mobile Wallet notifications are for convenience only; your Account statement governs. You can stop using a Mobile Wallet by removing the Card. We may change or end Mobile Wallet availability with notice as required by law.

j. **Credentials:** If you have enabled a Mobile Wallet on any electronic or mobile device, you must verify that all Credentials are erased from any electronic and or mobile device or SIM card that may contain Credentials (i) before you sell or otherwise dispose of your mobile device or SIM card or (ii) immediately after your mobile device or SIM card is lost or stolen by immediately reporting and visiting a Branch, contacting us, or through the Online Services.

3. Credit Limit

The email you receive confirming you are approved for your Card will show your initial Credit Limit. Each monthly statement displays both your current Credit Limit and Available Credit as of the statement date. We reserve the right to decrease your Credit Limit at any time. When required by law, we will obtain express consent from the Primary Cardholder before increasing the Credit Limit. All Credit Limit increases are subject to our sole approval.



The Credit Limit is shared among all Cards issued on the Account. We may set a separate cash advance limit for Cash Advances on your Account. The Cash Advance limit is not additional credit beyond your Credit Limit but is a specific limit for Cash Advances and interest on these items. You may also have a daily limit for Cash Advances. These limits may be adjusted from time to time by us without notice to you.

Cards must not be used in a manner which would cause the Balance of the Account to exceed, at any time, the Credit Limit of the Account in effect at such time, unless we approve the particular Transaction. We may from time to time, at our discretion, authorize Transactions that cause your Balance to exceed your Credit Limit. However, you understand that while we may authorize any Transactions that cause your Balance to exceed your Credit Limit, we are not required to do so, even if it has occurred in the past.

If we have permitted you to exceed the Credit Limit of the Account, the Primary Cardholder must pay the amount that exceeds the Credit Limit, on demand, and any over limit fee that may be charged. The Primary Cardholder remains liable for all amounts owing on the Account.

Some merchants may require that certain Purchases be pre-authorized. In such cases, your Available Credit will decrease by the pre-authorized amount, regardless of whether you receive goods or services at that time.

4. Monthly Statements

Subject to applicable law, we will send or make available to you monthly statements for each billing period during which there are any charges or an amount owing on the Account. The Disclosure Statement sets out when we will provide a monthly statement.

You must review each statement carefully for accuracy and contact us as soon as possible if you need information about any charges or if you notice errors, unauthorized charges, or suspicious transactions. You must notify us of any concerns within **30** days following the statement date. After this 30-day period, the monthly statement and our records will be considered correct and final. We maintain the right to reverse any incorrect amounts applied to your Account at any time.

5. Account Records

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

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



6. Payment Information

- a. **Minimum Payments:** The Primary Cardholder must ensure we receive at least the Minimum Payment by the Payment Due Date. The method of calculating the Minimum Payment is set out in the Disclosure Statement. We may decide to reduce or waive the Minimum Payment for a particular statement period, but if we do so, interest will still accrue on the unpaid Balance, and such interest will be added to the Balance on your next monthly statement. A credit to your Account, for example, as a result of a return of goods to a merchant, does not constitute a payment to your Account and does not satisfy the requirement to pay the Minimum Payment.
- b. **Making Payments:** Payments can be made at any time in a Branch, through a financial institution in Canada, using Online Services or other electronic means, or by any other method of which we notify you. Payment can take several days to reach us. Please choose a payment method that results in your payment being received and processed by the Payment Due Date. A payment to your Account will only be credited to your Account and your Available Credit will only be adjusted once we have received, processed and cleared it and it does not immediately adjust your Available Credit. All payments must be made in money that is legal tender in Canadian currency at the time of payment. If your Payment Due Date falls on a Saturday, Sunday or a statutory holiday, your Payment Due Date will be automatically extended to the next business day. We will consider your payment made on such next business day as having been made on time. To determine whether your Payment Due Date falls on a statutory holiday, we will look at the Primary Cardholder's place of residence based on the home address we have on file at the time of your monthly statement.
- c. **How We Apply Your Payments:** All payments received will be applied in the following order, unless otherwise provided below:
 - i. first, to any interest charges that appear on your monthly statement;
 - ii. second, to any fees that appear on your monthly statement;
 - iii. third, to any optional balance protection insurance premiums and applicable taxes that appear on your monthly statement; and
 - iv. fourth, to any Transactions that appear on your monthly statement, including any amount that exceeds your Credit Limit or any past due amounts.

If any amounts described within items **(iv)** are subject to different interest rates, then:

- we will group together all amounts bearing the same interest rate;
- we will apply payments first to the group(s) with the lower interest rate(s), and only after those are paid in full, will we apply payments to groups with higher interest rate(s).

Payments received by us that exceed the amount of the Balance on your statement will be applied to Transactions that have not yet appeared on your monthly statement but that are posted to your Account, using the same payment allocation described above in this section, and are applied in the order in which the Transactions are posted



to your Account.

- d. **Late Payments:** We may accept late payments, partial payments and payments marked “paid in full” or with similar wording without losing any rights we have by law or under this Cardholder Agreement.
- e. **Credit Balances:** No interest will be paid on any credit balances. You acknowledge that credit balances are not deposits and are therefore not covered by any deposit insurance.

7. Interest and Grace Periods

- a. **Interest Rates:** Interest is charged at the applicable annual rates and in the manner specified in the Disclosure Statement. The applicable annual rates are subject to change from time to time, with notice to you in accordance with this Cardholder Agreement and applicable law. The current applicable annual rates will also be set out on your monthly statement.
- b. **Interest on Purchases:** Interest accrues on each Purchase from the date of the transaction giving rise to the particular Purchase, which may be earlier than the date that the Purchase is posted to your Account. You can avoid being charged interest by ensuring that we always receive payment of your Balance in full every month by the Payment Due Date. If we do not receive payment in full of the Balance on your current monthly statement by the Payment Due Date, you will have to pay interest on any Purchase from the transaction date that appears on your monthly statement until the date we receive payment that covers the full amount of such Purchase.
- c. **Interest on Cash Advances:** There is no interest-free grace period for Cash Advances. Interest accrues on each Cash Advance from the date of the Cash Advance until the amount of the Cash Advance is paid in full.
- d. **How we calculate interest:** Interest is calculated each day by multiplying the outstanding balance on your Account by the applicable daily interest rate, which is equal to the applicable Annual Interest Rate (AIR) divided by 365 days (366 days in a leap year).

The interest that accrues each day is added to your balance at the end of the day and becomes part of the balance on which interest is calculated on the following day. This means that interest compounds daily.

All parts of your balance, including interest and fees, continue to accrue interest until paid in full.

8. Fees

The Primary Cardholder must pay all fees and charges that apply to the Account. The Disclosure Statement sets out the fees that you must pay relating to your Account. We will notify you, in accordance with section 23 (*Changes to Cardholder Agreement*) and applicable law, if we make any changes to the information in the Disclosure Statement.



9. Promotional Offers, Optional Services and Other Programs

- a. **Promotional Offers:** From time to time, you may be eligible for certain promotional offers, including but not limited to:
- i. introductory interest rates,
 - ii. fee waiver promotions,
 - iii. bonus cashback,
 - iv. seasonal promotions, and
 - v. merchant or spend promotions.

If you accept a promotional offer by taking the required steps, then you will be deemed to have accepted to be bound by the terms and conditions set out in the promotional offer. Except to the extent modified by the terms and conditions of the special payment plan or promotional offer, the terms and conditions contained in the Agreement continue to apply to any special payment plan or promotional offer, including our rights to cancel promotions if you do not make payments when required.

At the end of the promotional offer or if an Event of Default has occurred, all terms and conditions of the promotional offer will cease, and all terms and conditions contained within this Cardholder Agreement will apply to any Transactions and any charges incurred under the promotional offer.

- b. **Optional Services:** From time to time, we may offer you optional services with your Card at additional cost to you. Optional services will be subject to separate agreements and may be provided by third parties. Enrolling in optional services does not affect the terms of your existing Cardholder Agreement. You acknowledge that optional services offered by any third party may be cancelled, modified or withdrawn by such third party in accordance with their terms. We are not liable for any optional services provided to you by a third party. Any dispute that you have with the third-party provider of the optional services does not affect your obligation to pay us the full amount of the Balance and any other amounts which have been charged to the Account, including interest and any fees, in accordance with this Cardholder Agreement.
- c. **Special Card Features:** We may make special services or benefits available to you including insurance coverage, and memberships. These services and benefits are features of the Card and will be described in additional information that is provided to you separately. Others card features may be enrolled in or purchased separately by you. Card services and benefits are subject to additional terms and conditions which may change from time to time and may be cancelled in accordance with their terms. Certain Card services and benefits may be supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the relevant third party regarding any dispute.
- d. **Offers and Other Programs:** From time to time, we or a third party may offer a loyalty program with your Card that may be without any cost to you. These programs are



subject to additional terms and conditions which may change from time to time and may be cancelled in accordance with their terms. We are not liable for any offers or other programs not provided by us. Any dispute that you have with respect to the offer or other program does not affect your obligation to pay us the full amount of the Balance and any other amounts which have been charged to the Account, including interest and any fees, in accordance with the Agreement. You must deal directly with the third-party provider to settle any such disputes. By using your Card, you accept the terms and conditions of any such offers or other programs associated with your Card.

10. Security and Unauthorized Use of Your Account

You must take reasonable care to safeguard your Card, PIN and password against loss, theft, or misuse. To prevent misuse of your Account, you must ensure that you and any Additional Cardholder:

- sign the Card with ink as soon as you receive it;
- keep the Account secure at all times;
- regularly check you have the card in your possession;
- do not let anyone else use the Account;
- retrieve the Card after making a charge; and
- never give out Account details, except in accordance with this Agreement.

If you suspect your Card is compromised, you must immediately lock your Card and notify us. A Card is considered compromised when: you discover it is lost, stolen or misused; your mobile device used for Mobile Wallet is compromised; you suspect someone knows your PIN or password; or you become aware of any misuse of your Card.

How to lock your card

To lock your Card, go to the Dashboard screen or the My Cards screen available through the Online Services and press the “lock card” button. To report unauthorized use of your Card or Account, please call our fraud department at 1-800-361-1407.

You must not allow any person other than a Cardholder to use a Card or the Account. If this happens, the Primary Cardholder will be liable for all resulting transactions and any interest, fees and losses incurred.

If someone uses your Card without your authorization, you are not liable if:

- you did not contribute to the unauthorized use, and
- you used reasonable care to safeguard your Card and PIN, and
- you locked your Card and notified us by telephone within 24 hours after you learned of the loss, theft or misuse of your Card or device, or after you suspected that someone



else knows your PIN or password.

If you do not meet these criteria, you will be liable for all charges incurred in connection with the unauthorized uses.

You will not be liable for any unauthorized Transactions or use that occurs after you notify us that your Card has been lost, stolen or used in an unauthorized manner. Your liability for any unauthorized Transactions made on your Account prior to you notifying us that your Card has been lost or stolen will be a maximum of **\$50**.

You agree to cooperate and assist with any investigation that we initiate into unauthorized use you report before we consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities. You must not use your Card if it is found after you have reported it to us as lost or stolen.

We reserve the right to block the use of your Card without providing you with prior notice should we suspect unauthorized or fraudulent use of the Card.

If you request delivery by courier service or international delivery of a replacement Card, the Rush Card Replacement Fee as set out in the Disclosure Statement will apply. We may decline international delivery for any reason.

11. Renewal and Replacement Cards

You authorize us, without notice to you, to send you or any Cardholder on the Account, a renewal or replacement Card. Unless we receive prior instructions from the Primary Cardholder to the contrary or if your Account is not in good standing, we will issue renewal and replacement Cards to each Cardholder prior to the expiry date indicated on the Card last issued to the Cardholder.

12. Our Rights on Default

Your Account will be in default under this Cardholder Agreement if:

- (i)** you do not make the Minimum Payment by the Payment Due Date or otherwise fail to make any payment when due under this Cardholder Agreement;
- (ii)** you fail to comply with any terms or obligations contained in the Agreement;
- (iii)** the Primary Cardholder provides any misleading, incorrect, false or incomplete information in their application;
- (iv)** the Primary Cardholder dies or becomes incapacitated; or
- (v)** the Primary Cardholder becomes insolvent or bankrupt or insolvency proceedings are brought by or against the Primary Cardholder or the Primary Cardholder makes a proposal to its creditors (each an "**Event of Default**").



To the extent permitted by applicable law, if an Event of Default occurs, we may at our sole discretion:

- (i) declare that the Balance will become due and payable on demand from us together with interest on such Balance at the applicable Annual Interest Rate(s) payable on the Account at that time;
- (ii) terminate or restrict your rights and benefits under, and amend any terms of, the Agreement or your Account, including suspending your ability to make Transactions, refuse to advance any further funds, or credit to you or provide services;
- (iii) terminate any other special payment or promotional plan offers and convert any balance on such special payment or promotional plan based on the terms and conditions contained in the Agreement;
- (iv) require that you return all Cards to us;
- (v) exercise any other legal rights and remedies available to us at law; and/or
- (vi) treat any other Account you have with us as being in default and exercise our rights and remedies accordingly.

The Primary Cardholder is responsible for and must pay all costs incurred by us or any of our agents in collecting or attempting to collect the Balance or any other amount under the Agreement which is owed to us, including legal fees charged by external and internal legal counsel to the maximum extent permitted by applicable law.

13. Closing Your Account

The Primary Cardholder may close the Account by contacting us using the details provided in the *Contacting Us and Resolving Problems* section of this Agreement. Once closed, you cannot make purchases or receive further extensions of credit under your Account. This Cardholder Agreement remains in effect until you pay any remaining Balance in full, for as long as any amount is owing on the Account.

Except where prohibited by law, we may terminate the Agreement, or close or suspend access to your Account or any Cards, or reduce your Credit Limit, immediately at any time without telling you in advance for any other reason at our sole discretion. Even if we withdraw your rights and privileges in connection with your Card and/or Account, this Cardholder Agreement remains in effect for as long as any balance is owing on your Account.

If the Agreement is terminated or your Account is closed or suspended, the Primary Cardholder will remain responsible for all amounts owing on the Account, including any PAPs, fees and additional interest that may be posted to your Account. Any outstanding balance and accrued interest must be repaid immediately. You must not use your Account if your Card has been closed, suspended or after the valid date shown on the front of the Card.

You are required to cancel any pre-authorized payments you have arranged with any merchants. You will also cease to be entitled to any Card benefits. The terms and conditions contained within the Agreement will continue until, and termination of the Agreement will only take effect when, we have received the full Balance and any other applicable amounts owing.



If a Card is cancelled or suspended for any reason, we shall not be liable for, and you release us from, any loss, costs, damages due to Card privileges being cancelled or suspended.

14. Problems with a Merchant

You must resolve any complaints about purchases made with your Card directly with the merchant, unless law requires otherwise. Continue making your Account payments while resolving merchant disputes to avoid late charges and penalties. A merchant dispute does not remove the Primary Cardholder's responsibility to pay the full amount charged to the Account. We are not required to refund any interest charges on disputed Transactions, even if the Transaction is later credited to your Account.

15. How We Communicate with You

We will communicate with the Primary Cardholder on anything related to the Account or this Agreement. This means we will send all Account Documentation to the Primary Cardholder, including statements and any notices or information that the law requires us to provide. Any communication to the Primary Cardholder will be treated as communication to all Cardholders.

We will use the Primary Cardholder's address and other contact information as provided to us and recorded in our systems. If Account Documentation sent to the Primary Cardholder is returned due to invalid contact information, we may suspend sending further documentation and may restrict use of the Account until we receive the correct contact information. We are not responsible for a Cardholder's failure to receive Account Documentation if sent to the mailing address or email address appearing in our records or through Online Services. You must immediately notify us of any changes to your mailing address, email address or other contact information.

In the case of a postal strike or other disruption affecting mail or email delivery, the Primary Cardholder is required to make all payments when due under the Agreement and may do so by contacting us to request updated Account information.

All mailed communications will be deemed received 5 business days after the date of the mailing unless you actually receive it earlier. All electronic communications that we provide you will be deemed received by you once the electronic communication enters the information system designated for the receipt of electronic communications, even if you do not access the electronic communication for any reason.

Electronic Communications

We may communicate with you by electronic means about any matter related to the Account and this Agreement. This includes communicating through: (1) Online Services; (2) the Money Mart mobile app; (3) email; (4) text message; (5) any other electronic delivery method. This means we may send you any information by electronic means. This includes notices, messages, alerts, changes to this Agreement, or documents. We will not use these methods when the law requires us to communicate with you in another way.



16. Residency

We will determine your place of residence for all purposes based on the address we have on file at the time. We will only open Accounts and issue Cards to residents of Canada, other than residents of the provinces of Quebec, Newfoundland and Labrador or the Territories. If you move to Quebec, Newfoundland and Labrador, the Territories (Yukon, Northwest Territories or Nunavut) or outside of Canada, you agree: (i) to pay us your outstanding Balance and any additional amounts you owe us, without any deductions for any taxes and withholding that your new country may impose; and (ii) to close your Account with us.

17. Contacting Us and Resolving Problems

For questions about this Agreement or your Account, or questions about our complaint handling process, please visit a Branch or call our Contact Centre at 1-800-361-1407.

For our mutual protection, we may record all telephone calls that relate to the Account.

18. Collection and Disclosure of Your Personal Information

By requesting or using Money Mart products and/or services, you acknowledge that Money Mart will collect, use and disclose your personal information in accordance with Money Mart's Privacy Policy, which we provide to the Primary Cardholder, and an up-to-date version of which can be obtained at moneymart.ca.

As previously stated, Brim is the issuer of the Card pursuant to license by Mastercard under a program managed by Money Mart. For this reason, Brim may collect, use disclose and otherwise handle your personal information in its role as the issuer of your Card in accordance with this Cardholder Agreement and the Brim Privacy Policy. Brim may also provide you with communications and notices related to your Account and this Cardholder Agreement. Your request for or use of an Money Mart Mastercard is your agreement to such collection, use, disclosure and handling of your personal information by Brim.

If you are an Additional Cardholder, you acknowledge that we may share your personal information with the Primary Cardholder for the purposes described in the Money Mart Privacy Policy and the Brim Privacy Policy. If you are a Primary Cardholder, you acknowledge that we may disclose to an Additional Cardholder information about transactions made by such Additional Cardholder without prior notice to you.

19. Mobile and Contactless Payment

The Agreement applies to all Transaction types, including mobile payments and contactless transactions. We, Mastercard, and participating merchants may set maximum dollar limits for single contactless or mobile transactions. If you exceed these limits, you may need to use your physical Card to complete the transaction.

20. Foreign Currency Transactions

All Purchases and Cash Advances made in a currency other than Canadian dollars will be converted into Canadian dollars before being posted to your Account. The conversion will be based on the foreign exchange rate set by Mastercard at the time the transaction is posted,



which may differ from the rate in effect on the transaction date. A foreign currency conversion fee, as disclosed in the Disclosure Statement, will be added to the converted amount for both Purchases and Cash Advances. Cash Advance fees (as set out in the Disclosure Statement) will also apply and appear separately on your monthly statement.

If you receive a credit for a Purchase made in a foreign currency, the credit will be converted into Canadian dollars using the exchange rate set by Mastercard at the time the credit is posted. A foreign currency conversion fee, as disclosed in the Disclosure Statement, will also apply to the converted credit amount.

If you return an item purchased in a foreign currency, the Canadian dollar amount credited to your Account may differ from the original amount charged due to exchange rate fluctuations.

The total foreign currency conversion charge (including both the Mastercard exchange rate and the foreign currency conversion fee disclosed in the Disclosure Statement) will be shown on your monthly statement for each transaction or credit converted to Canadian dollars.

21. Money Mart Rewards

Money Mart may offer a reward program in connection with your Card. If applicable, the terms and conditions that set out the terms of your participation in such a program will be provided in a separate document. Any such reward program is operated by Money Mart, which is solely responsible for the reward program. Brim has no responsibility for any reward program associated with your Card. In that regard, you agree not to make any claims against Brim for any matter connected in any way with any such reward program.

22. Right of Set-Off

If you have more than one credit card account with us, we may, without prior notice, apply any credit balance on one of your Accounts against any amount owing on another of your Accounts.

23. Changes to Cardholder Agreement

Unless advance notice is required by applicable law, we may make changes to each and every provision of this Cardholder Agreement and the Disclosure Statement, by giving you subsequent notice of each change. The notice provided to you may be enclosed with your monthly statement or sent separately. If sent separately, we can deliver notice to you through our Online Services, at your last known email address as it appears in our records, or your physical address. You will have accepted the changes to this Agreement if, after the change is effective: (1) you use or activate any Card or the Account; (2) the Account remains open; (3) any Balance owing on the Account remains unpaid.

24. Additional Provisions

a. Headings: Headings of sections and sub-headings of this Cardholder Agreement are inserted for convenience of reference only and do not affect the construction or interpretation of this Cardholder Agreement.

b. Interest Rate Provision: If any provision of the Agreement would oblige you to make a payment of interest or other amount payable to us in an amount or calculated at a



rate which would be prohibited by law or would result in receipt by us of “interest” at a “criminal rate” (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not result in receipt by us of “interest” at a “criminal rate”, such adjustment to be effected, to the extent necessary (but only to the extent necessary), by reducing (i) any fees, commissions, premiums, and other amounts required to be paid to or on behalf of us which would constitute interest for purposes of the *Criminal Code* (Canada), or (ii) the amount or rate of interest required to be paid to us, as elected by us, and any amount previously paid by you which is included in such reduction shall be returned to you.

- c. **Governing Law:** The Agreement will be governed by and interpreted in accordance with the applicable laws of the province or territory in which the Primary Cardholder resides as provided in your application (or the Province of Ontario if you reside outside Canada). You agree to submit to and be bound by these laws and the courts of that province or territory in the event of any disputes arising in connection with your Account and the Agreement.
- d. **Limitations on Our Liability:** We are not responsible or liable for any damages that may result from the use of your Card or Account, or obligations under the Agreement. This includes special, indirect and consequential damages, even if they were foreseeable. This limitation applies when your Card or Account number is not accepted, or when you cannot access your Account for any reason. Such reasons may include business interruptions, security breaches, delays, losses, errors, system outages, or inability to access any ABM, terminal or other machine or equipment with your Card.

We may use third party service providers or any affiliate of ours to provide services to process your application, any information, and Transactions relating to your Account. A third-party service provider or affiliate may decline to process or complete Transactions associated with your Account if processing or completing the Transaction would cause it to violate any law, regulation, rule or internal policy applicable to it, or cause it to suffer legal and/or reputational risks. If such event occurs, neither we nor our third-party service providers nor any affiliate will be liable in respect of any such unprocessed or incomplete transaction. Third party service providers or affiliates may not be located in Canada.

- e. **Assignment:** We may at any time assign, sell or transfer any or all of our rights, benefits or obligations under the Agreement, your Account or any Balance due, without notice to you. We may disclose information about you and your Account to the person or entity to which we make any such sale, assignment or transfer. You may not assign any of your rights or obligations under the Agreement.
- f. **Severability:** If a court of competent jurisdiction determines that any provision of this Agreement shall be restricted, or is prohibited or unenforceable, that provision will be ineffective only in that jurisdiction and only to the extent of the restriction, prohibition or



unenforceability. This will not invalidate the remaining provisions of the Agreement, nor affect the validity or enforceability of that provision in any other jurisdiction.

- g. Non-Waiver:** We may, in our sole discretion, choose not to exercise any right under the Agreement, including the right to impose the full amount of any charge, without waiving that right. Any waiver of a right by us must be in writing and signed by us. You understand and agree that your obligation to pay all amounts owing under the Agreement and otherwise to perform the terms and conditions of the Agreement are absolute and unconditional.

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