



Money Mart Pre-Authorized Debit Agreement

1. Introduction

This Money Mart PAD Agreement (“**PAD Agreement**”) is provided for the benefit of National Money Mart Company (“**Money Mart**”) and any third-party service provider that assists in the administration or pre-authorized debits (“**PADs**”) under this PAD Agreement.

It is also provided for the benefit of the Financial Institution identified above, which will process PADs from the bank account you have identified to us (the “**Account**”) for the purpose of making regular recurring and/or other payments owed by you to Money Mart from time to time under or in connection with your Cardholder Agreement with Money Mart (the “**Agreement**”). “You” and “your” means each holder of the Account.

You represent and warrant that you have authority over the Account and can bind all Account holders. You agree to notify Money Mart immediately if any Account information changes or if you no longer have authority over the Account.

All capitalized terms used but not defined in this PAD Agreement have the meanings given in the Agreement. PADs authorized under this Agreement are for personal purposes and are governed by the Rules of Payments Canada (the “**Rules**”).

2. Definitions

Minimum Payment: The Minimum Payment due amount is the “Minimum Payment” amount as outlined on your most recent monthly statement and will be withdrawn automatically on your monthly Payment Due Date (or on the next business day). If you have selected Minimum Payment as your Payment Amount, and a payment is made on your credit card account prior to the Payment Due Date on your monthly statement, an amount equal to the difference between the Minimum Payment and the payment that was made will be withdrawn from the Account. If the Minimum Payment due is paid in full prior to the Payment Due Date, no PAD payment will be withdrawn your Account with respect to that billing period.

Statement Balance: The Statement Balance is the “New Balance” amount as outlined on your most recent monthly statement and will be withdrawn automatically on your monthly Payment Due Date (or on the next business day). If you have selected Statement Balance as your Payment Amount and a payment is made on your credit card account prior to the Payment Due Date on your monthly statement prior to the Payment Due Date of your monthly statement, an amount equal to the difference between the Statement Balance and the payment that was made will be withdrawn from the Account. If the Statement Balance is paid in full prior to the Payment Due Date, no PAD will be withdrawn with respect to that billing period.

3. Authorization to Debit Account

You authorize Money Mart to debit your Account as set out above and in your PAD setup instructions. Money Mart may also debit your Account for any other amounts owing to Money Mart under the Agreement (including NSF or related fees). Such debits will occur on or about the payment due date shown on your monthly statement (or the next business day if that date falls on a weekend or holiday). For any non-recurring (sporadic) debits, Money Mart will obtain your prior authorization in accordance with the Rules.

4. Error Correction

In the event Money Mart makes an error in processing any payment from the Account, you authorize Money Mart to initiate a corrected debit or credit on the Account, as applicable, to correct the error in accordance with the Rules.

5. Waiver of Pre-Notification

You agree to waive all pre-notification requirements under the Rules in respect of any debits drawn from the Account under this PAD Agreement including, without limitation, pre-notification of the amount or payment dates of all debits drawn against the Account. You further agree to waive the Confirmation requirement under the Rules and agree that a Confirmation will be provided to you within five (5) calendar days after the first PAD via email to the email address provided to Money Mart for the purposes of receiving information and communications.

6. Dishonoured PAD

If any debit initiated by Money Mart on your Account is dishonoured for any reason, Money Mart is entitled, without prejudice to any other rights or remedies, to issue another debit in substitution for the dishonoured debit until it is honoured. Money Mart may also debit your Account for any related NSF or dishonoured payment fees, including charges from your Financial Institution or costs incurred by Money Mart. Money Mart is not liable for any loss or fees resulting from a dishonoured debit.

7. Cancellation

This PAD Agreement remains in effect until all amounts owing under it and the Agreement are paid in full, or until it is changed or cancelled in accordance with this section.

You may revoke or cancel this authorization at any time by giving Money Mart at least thirty (30) days' written notice before your next scheduled payment. Cancellation affects only the payment method; you remain responsible for all amounts owed under the Agreement.

A sample cancellation form and information about your rights are available from your Financial Institution or at www.payments.ca. Cancellation takes effect once Money Mart and your Financial Institution have had reasonable time to process your notice.

Money Mart may cancel this PAD Agreement with 30 days' notice or restrict or terminate PAD access at any time, including for fraud, delinquency, or other operational reasons.

8. Recourse Rights

You have certain recourse rights if any debit does not comply with this PAD Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. For more information about your recourse rights, you may contact your Financial Institution or visit www.payments.ca. You can also contact Money Mart at 1-800-361-1407 to make any inquiries, obtain information or seek any recourse rights.

9. Assignment

Money Mart may assign this PAD Agreement as long as Money Mart provides you notice of the details of such assignment, including the assignee's name and contact information. After such notice, the assignee may debit your Account in accordance with this PAD Agreement.

10. Privacy Consent

You consent to Money Mart collecting, using, and disclosing your personal information as necessary to process PADs and comply with the Payments Canada Rules. Money Mart will handle your personal information in accordance with its Privacy Policy.

11. Governing Law

The Agreement will be governed by and interpreted in accordance with the applicable laws of the province or territory in which you reside as provided in your application for a credit card. 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 the Agreement.

Money Mart Customer Service: 1-800-361-1407