



FLEXITI

Cardholder Agreement

IT IS IMPORTANT THAT YOU READ THE FOLLOWING DOCUMENT IN ITS ENTIRETY BEFORE CLICKING "I AGREE" OR SUBMITTING YOUR APPLICATION

Initial credit limit

The credit limit is provided at the time your Flexiti credit application is approved and is set out on each monthly statement.

Annual Interest Rates

We will tell you your initial annual interest rate ("Annual Interest Rate" or "AIR") for your Regular Credit Purchases when your Flexiti credit Application is approved. Your AIR will also be disclosed on your monthly statement. Depending on your creditworthiness, you may qualify for an AIR of 30.99% ("Preferred AIR"), 37.99% ("Premium AIR") or 39.99% ("Standard AIR") per annum for Regular Credit Purchases.

Grace Period

Not less than 21 days following availability of Account statement in electronic format. The grace period does not apply in respect of interest-bearing equal monthly payment promotions, balance transfers and convenience cheques.

Minimum payment required for each period

For Regular Credit Purchase balances: the sum of interest, Payment Defender® payment protection premiums (if applicable and billed monthly)), and fees shown on your monthly Account statement, plus \$10.00.

For balances subject to a promotion: the minimum payment, if any, due under each promotion.

For all balances, the minimum payment shall also include any amount past due.

Balances under \$10.00 are due in full.

Other charges (charged at time of transaction or occurrence, unless otherwise noted)

Payment protection premium: as shown in the information provided to you upon enrollment for payment protection insurance. Payment protection premiums may be billed monthly even if you make a purchase on a deferred promotion.

Administration Fee: may be applicable to promotions and will be communicated before you accept any promotion.

Annual fee: \$24.99, charged on your monthly statement following your first transaction and, if there is an outstanding balance on your Account, on each anniversary date of your first transaction.

Non-sufficient funds (NSF) fee: \$49.99 for each cheque or other instrument used to pay your Account that is dishonoured by the financial institution on which it is drawn (this charge is in addition to any non-sufficient funds service fee charged by the financial institution).

Paper statement fee: \$3.00 for each monthly Account statement that is mailed to you.

Additional paper statement copy fee: \$10.00 for an additional mailed hardcopy of a monthly Account statement.

Sales draft copy fee: \$15.00 for each mailed copy of a sales draft referred to in a monthly Account statement (\$5.00 for an email copy of a sales draft referred to in a monthly Account statement).

Credit balance fee, if your Account is inactive and has a credit balance for at least 12 months: The lesser of \$25 or the amount of your credit balance.

Deferral fee: \$59.99, only applicable on a no interest, no payment promotion of less than 12 months, if you do not pay the full balance by the end of the promotional period.

\$99.99, only applicable on a no interest, no payment promotion of 12 months or more, if you do not pay the full balance by the end of the promotional period.

Overlimit fee: \$29.99, charged once at the end of a statement period if you exceed your credit limit during the statement period.

Foreign currency conversion fee, if we allow you to use your Account for a purchase in a foreign currency: 2.5% of the purchase amount.

Term of period for which Account statement is provided

Monthly

EXAMPLES OF CHARGES FOR THE COST OF BORROWING FOR A 30-DAY BILLING CYCLE				
	AIR	Outstanding balance		
		\$100	\$500	\$1,000
Preferred	30.99%	\$2.58	\$12.91	\$25.83
Premium	37.99%	\$3.17	\$15.83	\$31.66
Standard	39.99%	\$3.33	\$16.66	\$33.33

In this Cardholder Agreement:

- "I", "you", and "consumer" mean the applicant and, if approved, the holder of an Account
- "we", "us" and "Flexiti" mean Flexiti Financial Inc., the issuer;
- "Regular Credit Purchase" means a transaction made on your Account, other than a transaction that is subject to a promotion during the promotional term, and also includes any outstanding balance owing for a transaction that is subject to a promotion after the promotional expiry date or current amount due date, or after a promotion has been terminated or has expired without the full amount owing being paid.

I - TERMS AND CONDITIONS FOR CREDIT APPLICATION

1. By submitting a credit application ("Application"), you request that Flexiti:

- Create a credit account ("Account") for you;
- Provide credit to you in accordance with this Cardholder Agreement which incorporates these Terms and Conditions ("Terms and Conditions"), Credit Agreement, as well as Flexiti's Privacy Policy (collectively referred to as the "Cardholder Agreement"); and
- Provide a virtual electronic credit card, a physical credit card, and/or any other electronic form or method to access your Account ("Card") to make purchases from Flexiti merchant partners or as Flexiti may otherwise permit from time to time. We may, from time to time, determine the form of Card that we provide at our sole discretion.

2. By applying for a Flexiti Account, you:

- Request Flexiti to establish a credit Account to provide credit under the terms of the Cardholder Agreement, issue and provide you a Card, and renewals and replacements for your Card from time to time;
- Confirm that you are a resident of Canada and you have reached the age of majority in the province or territory in which you reside;
- Understand that Flexiti will only extend credit to you if your Application is approved;
- Confirm that all of the information included in your Application is complete, true and accurate and may be relied on by Flexiti;
- Agree to provide additional financial and employment information about you in connection with your Application if requested by Flexiti;
- Consent to the collection, use, and disclosure of your personal information as described herein and in Flexiti's Privacy Policy ("Privacy Policy"), as amended from time to time, which Privacy Policy is incorporated by reference;
- Agree and acknowledge that you are applying for and will be the Account holder on the Account and that you are responsible for all uses of the Account and all interest, fees, and other charges to your Account, including those made by other users authorized by you;
- Consent to receive the Cardholder Agreement and any communications, including electronic communications from Flexiti for the purposes of administering your Account in an electronic format;
- Consent to being contacted by Flexiti and any service providers and merchant partners for the purposes of marketing products or services to you by telephone, fax at the numbers you have provided to us, and by internet, mail, email or other methods;
- Confirm that, by submitting your Application electronically:
 - Clicking "I agree" at the bottom of this page has the same force and effect as though you have affixed your signature on paper;
 - You are designating an email address for receipt of the Cardholder Agreement. **If you are receiving this Cardholder Agreement electronically, please save and/or print the PDF copy of the Cardholder Agreement for your records;** and
- Agree to read and be bound by the Cardholder Agreement and Disclosure Statement as amended or replaced from time to time.

3. Does Flexiti check my credit when I apply?

Yes. We will obtain information and reports about you from credit reporting agencies at the time of and any time during the Application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. By submitting your Application to us, **you consent to Flexiti conducting credit checks on you or otherwise obtaining information from credit reporting agencies in connection with your Application and periodically thereafter, and you acknowledge that such inquiries are necessary.** You authorize Flexiti to disclose this and other personal information you provide to our merchant partner for the purpose of evaluating your application, extending credit to you, and processing your transaction. We may from time to time disclose your information to credit reporting agencies, which helps establish your credit history and supports the credit granting process. If you have an Account with us, you may not withdraw your credit check consent.

4. How do you use my personal information?

We collect, use, and disclose personal information in accordance with the terms of our Privacy Policy, which is incorporated by reference hereto and which can be viewed [here](#) when applying electronically, or on our website at www.flexiti.com/privacy. Your driver's licence or other piece of government-issued personal identification ("ID.") will be used to populate your Application. Only the information found on your ID that is required to complete your Application will be collected by us and input into your Application. Photographs or photocopies of your ID are not retained by Flexiti (except in cases where you have voluntarily provided a photograph or photocopy of your ID to Flexiti as part of our manual adjudication process). Your social insurance number, if provided by you, will be used as an aid to identify you with credit reporting agencies and others for credit history file matching. You are not required to provide your Social Insurance Number to us for this purpose. Other information is collected for the purposes of, but not limited to, identifying you, providing you with ongoing customer service, protecting you and us from fraud and error, complying with legal and regulatory requirements, understanding your needs, sharing with our affiliates or subsidiaries, marketing products or services to you by telephone or fax at the numbers you have provided to us, or by internet, mail, email or other methods, or collecting a debt. Flexiti and our service providers and merchant partners may share information with each other, including but not limited to, information about transactions on your Account, for the purpose of servicing your Account and for the purposes set out in the Cardholder Agreement.

5. Why are you asking for my email address?

By applying for an Account, you expressly request to receive ongoing important information regarding your Account from Flexiti in an electronic format, rather than in paper format, including Account statements. In order to ensure you receive Flexiti communications, we require that you provide us with an accurate and up-to-date personal email address when you submit your Application. You must notify us immediately if your email address changes. No paper statements will be issued unless specifically requested by you, unless we are unable to contact you electronically or by telephone or your Account is in default, in which case we may, but are not obligated to, issue you paper statements. You are responsible for making sure that your computer hardware and software, and Internet access, enables you to receive and view the documents and emails we send you.

II - CREDIT AGREEMENT

1. When does this Credit Agreement apply to me?

This Credit Agreement applies to you once you have applied for and been approved for an Account. If approved, we will open the Account in your name. If the Account is used (whether in person, online or by any other channel), it will mean that you read, understand and accept all of the terms and conditions of the Credit Agreement. You agree that all of the purchases and any other authorized transactions and charges to your Account (whether conducted in person, online or by any remote channel) will be governed by the Credit Agreement and that you will pay the entire amount of the purchases and all other charges shown on each of your monthly Account statements.

2. What is my credit limit?

Your Account credit limit will be communicated to you at the time your Application is approved. If your credit limit is not communicated to you at the time your Application is approved, your credit limit will be communicated to you in your welcome email or on your first monthly Account statement and on each monthly Account statement after that. We may change your credit limit periodically. The amount of credit that is available to you at any time is the difference between the credit limit and the balance that is outstanding on the Account at that time. Depending on your method of payment, it may take up to five (5) business days before your available credit is increased by the amount of any payment.

3. What is the Annual Interest Rate (AIR) for Regular Credit Purchases?

The AIR applicable to your Regular Credit Purchases depends on your creditworthiness. We will tell you your AIR for Regular Credit Purchases when your Application is approved.

The AIR for each statement period will be shown on your monthly statement.

4. Are any promotions available on purchases charged to my Account?

Yes, from time to time, we may make promotions available to you in connection with purchases or other transactions charged to your Account, including at the time of your Application, including one of the following promotions. Promotions are subject to the terms and conditions outlined below unless otherwise noted at the time of the offer. The length or expiration date of your promotion, and any applicable administrative fees charged by Flexiti will be communicated to you before you complete your transaction, and will be reflected on your monthly Account statement.

- No Interest, No Payments.** No payments are due on purchases made under this promotion until the promotion's expiry date. No interest is payable for the duration of the promotional term on the balance subject to the promotion. Interest does not accrue on the balance subject to the promotion for the duration of the promotional term. If the promotional balance is not paid in full by the promotional expiry date, immediately following the promotion expiry date, any outstanding balance which was subject to the promotion will then be treated as a Regular Credit Purchase and the applicable deferral fee will be charged to your Account. Payment protection premiums may be billed monthly even if you make a purchase on a deferred promotion.
- Deferred – interest accrues.** No payments are due on purchases made under this promotion until the promotion's expiry date. No interest is payable during the promotional period, however interest accrues from transaction posting date and the accrued interest will be charged to your Account if the promotional balance is not paid in full by the promotion's expiry date. The AIR applicable to Regular Credit Purchases applies to the balance subject to the promotion for the duration of the promotional term. Payment protection premiums may be billed monthly even if you make a purchase on a deferred promotion.
- Deferred – interest accrues (minimum monthly payment applies).** No interest is payable during the promotional period, however interest accrues from transaction posting date and the accrued interest will be charged to your Account if the promotional balance is not paid in full by the promotion's expiry date. Minimum monthly payment applies. The AIR applicable to Regular Credit Purchases applies to the balance subject to the promotion for the duration of the promotional term. Payment protection premiums may be billed monthly even if you make a purchase on a deferred promotion.
- Equal monthly payment promotions.** For all equal monthly payment promotions, the balance subject to the promotion is to be paid in equal monthly payments of principal (and interest if applicable), for the duration of the promotional term. For interest bearing promotions, the applicable promotional interest rate will be assigned and communicated before you accept the offer, and is dependent on the rates offered by the Flexiti merchant partner and your creditworthiness. If we do not receive the minimum required payment by the due date, we may cancel the promotion. If we cancel the promotion, the promotional term will end and any outstanding balance which was subject to the promotion will then be treated as a Regular Credit Purchase.

The following additional terms apply to the promotions described below:

Equal monthly payments, no interest. No interest is payable for the duration of the promotional term on the balance subject to the promotion

Equal monthly payments, interest bearing for length of promotional term. Interest is applied during the promotion and accrues until the balance shown on your monthly Account statement is paid in full.

90 days grace, equal monthly payments, interest bearing for remainder of promotional term. For 90 days from the date of the transaction subject to the promotion, no payments are required and no interest accrues on the balance subject to the promotion. Following the first 90 days of the promotion, the promotional interest rate will apply to the balance subject to the promotion, which balance is to be paid in equal monthly payments comprised of principal and interest (plus premiums and taxes, if applicable)

5. How else can I use my Account?

From time to time, Flexiti may make available offers other than those described above or that involve using your Account for uses other than making purchases at a merchant partner, such as balance transfers and convenience cheques. Details of any such offers will be available at the time the offer is made. This Credit Agreement is applicable to all uses of your Account unless specifically excluded or otherwise modified in the offer.

You can use your virtual electronic credit card, physical credit card (if provided) and/or any other form or method that we may provide to use your Account to make purchases wherever it is accepted and as we may otherwise permit.

6. Can I use my Account for transactions in foreign currencies?

We may allow you to use your Account for charges in a currency other than Canadian dollars, and if we do, the conversion will be processed at a currency exchange rate that we obtain from www.xe.com (such exchange rate is used under license from XE Corporation). If exchange rates from XE Corporation become unavailable to us for any reason, the conversion will be processed at an exchange rate that we obtain from a reasonable alternative currency exchange rate data source. Our foreign currency conversion fee of 2.5% of the purchase amount will be included in your transaction amount. Your statement will show the transaction amount in Canadian dollars. If you receive a refund from a merchant in respect of a purchase made in a foreign currency, we will credit your Account based on the exchange rate in effect at the time of the conversion. The amount of the credit will generally differ from the amount of the original charge, and if the amount of the credit is less than the original transaction amount, you will be responsible for the difference.

7. What if I miss a payment or make a late payment?

If we do not receive a required minimum payment from you by the payment due date, we may, without notice to you, cancel one or more promotions applicable to your Account effective on the date such default occurred. On that date, the affected promotional term will end and any balance subject to the promotion will then be treated as and incur interest at the rate applicable to a Regular Credit Purchase.

In addition, if your AIR is our Preferred AIR, we may increase your AIR at our discretion our Premium AIR set out above if you consecutively or inconsecutively default on your Account's minimum required payment twice within 12 months.

8. How is interest calculated?

Transactions may be posted to your Account on a date determined by Flexiti, which may not be the date the transaction is charged to your Account. Interest accrues on any amount charged to your Account from the date that such amount is charged to your Account until payment for that particular amount has been received by us in full, subject to any applicable grace period, unless interest has been waived or reduced in accordance with the terms of a promotion.

Interest is calculated each day by multiplying the amount outstanding on your Account by the applicable daily interest rate (the applicable AIR divided by 365). Interest applicable to your Account compounds daily.

The order in which amounts charged to your Account are paid is described in the Credit Agreement. You agree that all of your balance shall bear interest before and after maturity, subject to any applicable grace period, and before and after default and judgement at the AIR applicable to your Account as set out herein, as permitted by law.

Each fee or other charge that you incur will be subject to interest in the same way as interest applies on a Regular Credit Purchase.

9. How do I access my Account statement?

You will receive, at the email address you have provided to us, a notification email advising that your monthly Account statement is available for viewing on our website through the customer portal. That email will contain a link for you to access your Account statement. Alternatively, you may choose to receive your monthly Account statement in the mail. Each monthly Account statement will cover **28 to 33** days, depending on when your billing cycle ends. You must tell us no later than 30 days following the email notification to you advising that your monthly Account statement is available, of any error or omission in your statement. Otherwise, you have no further right to dispute any transaction shown on that statement and your statement will be considered correct, except for any amount that we have improperly charged (including any amounts undercharged or overcharged), which we can correct at any time. You confirm that receipt of a notification that your monthly Account statement is available is equivalent to receipt of your monthly Account statement. If you do not receive your notification email in any month for any reason, you must contact us to advise us of the fact and obtain any information required to make all payments when due. We will not issue to you an Account statement if there is no outstanding balance and/or there has been no activity on your Account.

10. Is there an administration fee applicable to purchases I charge to my Account?

Administration fees may apply to purchases made under a promotion. Administration fees vary by merchant and by promotion and will be communicated to you before you complete your purchase.

Outstanding administration fees will be treated as part of your principal balance for interest calculation purposes. The administration fee applicable to equal monthly payment promotions is due and payable in equal monthly instalments over the duration of the promotional term. The administration fee applicable to deferred payment promotions is due and payable on the promotional expiry date.

Some Flexiti merchant partners may charge their own administration fee in connection with your purchase. Flexiti does not receive this administration fee and is not responsible for the amount or disclosure of any such fee. In the event you have a question about or wish to dispute a merchant partner's fee, please contact the merchant partner directly.

11. What responsibilities do I have in connection with my Card and my Account?

You are responsible for the care and control of your Card and any method we provide to access your Account. You must take reasonable care and precautions to protect your Card and any other Account access method from duplication, loss, or theft, and to ensure its confidentiality. The Card and any other Account access method is reserved strictly for your own use. We may issue you a replacement Card and/or another method to access your Account, in our discretion, from time to time. The Card, Account access method, and any replacement Card or Account access method, remain the property of Flexiti at all times. You may make purchases and any other type of transaction that we allow from time to time wherever the Card or Account is accepted. You authorize us to charge your Account with the amount of each transaction. You agree not to use your Card, or the Account for anything that is illegal or fraudulent. We reserve

the right to block use of your Card and/or Account access method and prevent use of the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account.

If you give the Card and/or Account access to another person or if you otherwise authorize the Account to be charged, you will be liable for the full amount of the transaction. If you have at any time authorized a person to use your Card or access your Account, you will be liable for any transactions incurred on your Account by that person even if you intended to limit that authorization to a particular use or time.

We may require you to purchase and maintain payment protection insurance in connection with your Account. If we do, we will advise you at the time you apply and provide details of this requirement.

12. What are my responsibilities to protect the security of my Account?

You are responsible for the care and control of the Card and Account and any personal identification number, password, answer to security question (“Authentication Information”) or other information that may be provided to you with your Card or Account or that you may set with us. You must maintain your Card, Account, and Authentication Information safely at all times, including keeping your Authentication Information confidential and taking reasonable precautions to ensure that no one finds out or can easily determine this information. You will be responsible for the full amount of transactions that occur before we receive notice that your Card or any Authentication Information was lost or stolen or became known to an unauthorized person if you did not fulfil your obligation to protect the security of your Card, Account or Authentication Information.

13. What if my Card or other method of access to my Account is lost or stolen?

You must notify us right away if the Card and/or Account access method is lost, stolen, compromised, or your Account is used, or you suspect has been used without your authorization. If your Account is used without your authorization, your liability is limited to a total of fifty dollars **(\$50.00)**.

14. Account Activity

Our record 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 than the date on which the transaction or other activity occurred.

15. What are my responsibilities with respect to payment?

You must pay at least the minimum payment due (as calculated in accordance with the Credit Agreement) shown on your monthly Account statement. You may prepay all or part of your outstanding Account balance at any time. All payments must be made in money that is legal tender at the time of payment.

If you have problems regarding any product or service purchased with your Card or Account, you must settle the problem directly with the merchant. Even if you have a problem with a merchant, you must continue to make at least the minimum payment by the payment due date shown on your statement, in order to keep your Account in good standing and you remain responsible for the balance on your Account. You are responsible for all amounts charged to your Account even if the merchant from whom you purchased products or services no longer carries on business.

16. How are merchant credits applied?

If a merchant issues you a credit note, we will credit it to your Account on the day we receive it. If we have charged you any interest as a result of the original transaction, you must still pay that interest. We will not refund any interest previously paid for that transaction.

17. How can I make payments?

Payments may be made electronically through online banking or by mail to Flexiti at the address shown on your monthly Account statement. We will credit payments made to us electronically on the business day on which payment is received by us. If you choose to pay by cheque, we will credit payments made through the mail to the Account on the date we receive the cheque.

18. What happens if I exceed my credit limit?

At our discretion, we may approve your transaction if it exceeds your credit limit. You understand that the use of your Card and the Account may be suspended at our discretion if your credit limit is exceeded. We may charge an overlimit fee of \$29.99, once per statement period, if you exceed your credit limit during the statement period.

19. How is the number of days in a promotional term calculated?

A 1-month promotional term will be 31 days. A 3-month promotional term will be a minimum of 91 days. A 6-month promotional term will be a minimum of 183 days. A 12-month promotional term will be a minimum of 365 days. The minimum number of days for any other promotional term will be calculated by adding together the largest time periods noted in this section that equal the promotional term. For example, an 18-month promotional term will be a minimum of 548 days [12 months (365 days), plus 6 months (183 days) = 548 days].

20. Why is my last equal monthly payment not the same as my other monthly payments?

The amount of the final monthly payment in any equal monthly payments promotion may not be equal to the previous month's payment due to the divisibility of the balance subject to the promotion over the length of the promotional term. If applicable, accumulated paper statement fees may also be added to your final monthly payment.

21. Can I cancel my Account?

You may advise us at any time that you wish to close your Account. Even if you have closed your Account, the Cardholder Agreement remains in effect for as long as any balance is owing on the Account.

22. Can Flexiti cancel my Account?

We have the right at any time without notifying you in advance, unless required by law, to: (a) cancel any of your Account access methods, your Card and/or your Account; (b) cancel or withdraw any promotions; (c) withdraw your rights and privileges in respect of your Card and/or Account; and (d) require the immediate return, deletion, or destruction of all Account access method(s) and/or Card(s) with prior notice. Upon cancellation, you are not entitled to use your Card or access your Account and must repay any outstanding balance and accrued interest immediately. Even if we have withdrawn your rights and privileges in connection with your Card and/or Account, the Cardholder Agreement remains in effect for as long as any balance is owing on your Account.

23. How can Flexiti change or terminate the Cardholder Agreement?

We may, at any time and to the extent permitted by law: (a) terminate the Cardholder Agreement; or (b) change any of the terms and/or conditions of the Cardholder Agreement (including increase the AIR applicable to your Account) or any other document comprising the Cardholder Agreement by sending written notice to you through our customer portal, at your last known email address as it appears in our records, or your physical address, at the lesser of (i) the minimum notice period required by law, or (ii) 30 days before the such change(s) will become effective. If you move from one jurisdiction to another, you agree that we may amend or replace the Cardholder Agreement with our cardholder agreement that applies in the jurisdiction to which you have moved. You must immediately inform us if you change your address.

24. How does Flexiti apply payments to my Account?

When we receive a payment from you, we use that payment to pay off your Account balance in the following order: minimum balance due, then (a) interest; (b) insurance; (c) fees; (d) amounts subject to interest; (e) amounts subject to deferred interest; and (f) non-interest bearing amounts. Amounts owing subject to a promotion will be paid in order of highest AIR to lowest, except where an amount subject to a deferred interest promotion is expiring within the next two cycles, in which case such amount will take precedence.

25. What are ways in which I can be in default of the Credit Agreement?

You are in default of the Credit Agreement if you: (a) do not fully pay any payment when it is due; (b) violate a provision of the Cardholder Agreement; (c) if we required you to purchase payment protection insurance and you cancel such insurance or default in payment of premiums for such insurance without our consent; (d) you become the subject of bankruptcy, insolvency, attachment or garnishment proceedings; (e) you provide us with misleading, false, incomplete or incorrect information; (f) you advise us that you are unable or unwilling to abide by the terms of the Cardholder Agreement; or (g) you die.

26. What happens if I default?

To the extent permitted by applicable law, if you default under the Credit Agreement, we may take any one or more of the following actions: (a) cancel the terms of all promotions applicable to your Account (including, if applicable, revoking the waiver of any interest by us) and require you to pay your Account balance according to the terms of the Credit Agreement applicable to Regular Credit Purchases, including, if applicable, increasing the rate at which interest accrues to the next highest AIR set forth above; (b) require you to pay your Account balance immediately; (c) cancel any payment protection insurance applicable to your Account; (d) suspend or cancel your Account privileges; (e) bring an action or proceeding to collect all amounts owed to Flexiti by you, including costs we incur in connection with any of our collection efforts, as well as reasonable legal fees and disbursements; and (f) exercise any other rights or remedies we may have at law, in equity or under the Credit Agreement. If you breach the Credit Agreement, you agree to pay the costs we incur in connection with any of our collection efforts, as well as our reasonable legal fees and disbursements.

27. What happens if I have a dispute with a Flexiti merchant partner where I used my Account?

We will not be responsible for any problem you may have with any purchase on your Account, or for any dispute with a Flexiti merchant partner regarding a purchase charged to your Account. In the event of a problem or dispute, it is still your obligation to pay your balance as required and settle the problem or dispute directly with the merchant partner in question.

28. What laws apply to the Cardholder Agreement?

If you are a Québec consumer, the Cardholder Agreement is governed by, and shall be construed in accordance with, the laws of the Province of Québec and the federal laws applicable therein and you consent to the non-exclusive personal jurisdiction of the courts of the Province of Québec, without any regard for conflict of law legislation.

If you are not a Québec consumer but permanently reside in Canada, the Cardholder Agreement is governed by, and shall be construed in accordance with, the laws of the province or territory in Canada where you permanently reside as it appears in our records and the federal laws applicable therein and you consent to the non-exclusive personal jurisdiction of the courts of such jurisdiction, without any regard for conflict of law rules. For applications submitted from outside of Canada, you consent to the non-exclusive personal jurisdiction of the courts of the Province of Ontario, the City of Toronto.

If you permanently reside in a country other than Canada, the Cardholder Agreement is governed by, and shall be construed in accordance with, the laws of the province of Ontario and the federal laws applicable therein and you consent to the non-exclusive personal jurisdiction of the courts of any province or territory from where you applied for your Account, without any regard for conflict of law legislation. For applications submitted from outside of Canada, you consent to the non-exclusive personal jurisdiction of the courts of the Province of Ontario, the City of Toronto.

29. How can I view my electronic Account statements?

Your electronic Account statements will be available online. Electronic Account statements will be viewable electronically through Flexiti's Customer Portal by logging into the www.flexiti.com website and clicking on the “Login” tab at the top right of the homepage. From there, click on “Client Portal” to access your Account. You understand and agree that by providing an email address to Flexiti and by clicking “I Agree”, you expressly request to receive electronic Account statements and will not receive a statement by mail unless you expressly request otherwise and agree to pay a paper statement fee.

30. How do I know my electronic Account statement is ready?

You will receive an email to the email address you have provided to us, providing a link to the Customer Portal at www.flexiti.com where your electronic Account statement may be accessed. It is your responsibility to view your electronic Account statement by logging in to your Account through the Customer Portal at www.flexiti.com. You will have access to up to **12** months of electronic statement history, including the current month's Account statement. Immediate access to statement history may vary based on the posting of transactions. All statements are in a format that can be printed. In the event that you change your email address, you must notify us immediately so that Flexiti may update its records. Flexiti will not be responsible for any missed, returned, or undelivered email.

31. What if I want to change my delivery method?

Contact us at any time if you wish to discontinue this service and want to receive a paper statement. We may charge you \$3.00 for each paper statement that is mailed to you. If you request additional copies of paper statements, you will be charged \$10.00 for each additional statement mailed to you.

32. Who is responsible for the equipment I use to access my electronic Account statements?

You are responsible for and must ensure you possess all telephone, cable and other equipment, software, hardware and services necessary to access the service. You are responsible for making sure that your equipment, software, and services, including Internet access, enable you to receive and view your Account statement.

33. How does Flexiti limit its liability?

We make every effort to ensure that your Card and Account is accepted by and available for use at Flexiti's merchant partners. However, we will not be liable to you for any damages whatsoever, including special, indirect, or consequential damages you incur if your Card and Account are not accepted at a merchant partner location, or if your purchase cannot be processed.

Except as otherwise provided in this Cardholder Agreement or otherwise expressly provided by applicable law or regulation, you agree that Flexiti and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors (the “Flexiti Parties”) will not be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort, civil liability or any other theory of liability, arising in any way out of enrollment in, use and maintenance of the electronic Statement, or of the internet access provider used to access the electronic Statement, or of the equipment used to access the electronic Statement, including, without limitation, any loss, injury or damage relating to any misuse, malfunction or interruption of the electronic presentation of the Statement, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with us, the impossibility of viewing the Account statement further to a malfunction, failure, or misuse, or any other interruption of the electronic presentation of the Account statement, to the extent due to acts beyond Flexiti's control, even if we are aware of the possibility of such events.

34. Are there any circumstances under which I would have to compensate Flexiti?

You agree to indemnify, defend, and hold the Flexiti Parties harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable legal fees) arising from (a) a third-party claim, action, or allegation of infringement, misuse or misappropriation based on information, data, files, or other materials submitted by you to the Customer Portal; (b) any fraud, manipulation or other breach of this Credit Agreement by you; (c) any third-party claim, action, or allegations brought against Flexiti arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase and sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of the service or use of your Account by any third party. Flexiti reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Flexiti in asserting any available defences. You will not settle any action or claims on Flexiti's behalf without the prior written consent of an authorized officer of Flexiti.

38. General

- a. **Interest rate provision.** If any provision of the Credit Agreement would oblige you to make a payment of interest or other amount payable to us in an amount or calculated at a rate that 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:
 - any fees, commissions, premiums, and other amounts required to be paid to or on behalf of us that would constitute interest for purposes of the *Criminal Code (Canada)*; or
 - the amount or rate of interest required to be paid to us, as elected by us, and any amount previously paid by you that is included in such reduction shall be returned to you.
- b. **Severability.** If any part of the Cardholder Agreement is held to be contrary to the laws of the jurisdiction applicable to you, that part is ineffective without invalidating the rest of the Cardholder Agreement.
- c. **Waiver.** Notwithstanding anything herein, we will not be deemed to have waived any of our rights, either at common law or equity, under the Cardholder Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of such right(s) will be deemed to be a waiver with respect to any other instance involving the exercise of the right(s) or with respect to any other such right(s).
- d. **Assignment.** We may, from time to time, without prior notice to you or your consent, sell, assign or transfer all or any part of your Balance and/or any other of our rights and obligation(s) under the Cardholder Agreement and give information about you and your Account to the purchaser or transferee. You do not have the right to assign or transfer your rights and obligations under this Cardholder Agreement, your Card or your Account to anyone else. Your use of your Card and the Account will bind your estate and legal representatives.
- e. **Language Preference.** The parties have asked to have the Cardholder Agreement and all related documents drawn up and executed in English. *Les parties exigent que cette convention et tous documents qui s’y rattachent soient rédigés en anglais.*

39. How do I contact you for further information?

For further information about your Account, you may call us at **1-877-259-3745**.

IT IS IMPORTANT THAT YOU CAREFULLY READ THE TERMS AND CONDITIONS, CREDIT AGREEMENT, and PRIVACY POLICY (collectively the “Cardholder Agreement”) BEFORE SUBMITTING YOUR APPLICATION.

By clicking “I Agree” or otherwise submitting your Application, (i) you have read, understood and agree to the terms of the Cardholder Agreement and request electronic Account statements; (ii) you consent to the collection, use and disclosure of your personal information in accordance with our [Privacy Policy](#) (available at <http://www.flexiti.com/privacy>); (iii) **you consent to Flexiti conducting credit checks on you or otherwise obtaining information from credit reporting agencies in connection with your Application and periodically thereafter** and you agree that Flexiti may disclose this and other personal information you provide to our merchant partner for the purpose of your Application and extending credit to you and processing your transaction; and (iv) you consent to Flexiti providing your information, including your name, phone number and geo-location data, to third parties, including your telecommunications service provider(s), and you consent to such third parties providing this information about you to us and our service providers for identity validation and risk assessment purposes.