

TERMS & CONDITIONS

DISCLOSURE STATEMENT – HOME CREDIT CARD

All capitalized terms used in this Disclosure Statement are defined in section 32 of the attached Home Credit Card Cardholder Agreement.

Initial Credit Limit	Disclosed to you in your Account Statement
Annual Interest Rate	<p><u>Regular Rate</u> 28.8% The Regular Rate is in effect the date your Account is activated.</p> <p><u>Interest Rates Specific to Promotional Credit Plans</u> In the event that PWB offers you a Promotional Credit Plan, these interest rates are in effect as of the date your Account is activated:</p> <p><u>"Equal Monthly Payment with Interest" Offer</u> 12 month offer – 9.9% 24 month offer – 9.9% 36 month offer – 12.9%</p> <p><u>"Low Interest Rate" Offer</u> 9.9% or 12.9%, as offered from time to time by PWB.</p>
Interest-free Grace Period	<p>25 days Under the Regular Credit Plan, you will benefit from an interest-free grace period of at least 25 days for new Purchases if you pay off your Total Balance in full by the Payment Due Date.⁽¹⁾</p>
Determination of Interest	<p>If interest is charged at the Regular Rate or at a rate under the "Low Interest Rate" Offer, it is calculated on the average daily balance for each Credit Plan and charged monthly to your Account on the last day of your billing cycle.⁽²⁾ Interest charged under the "Equal Monthly Payment with Interest" is calculated by using a repayment factor, as described in the Minimum Payment section that follows.</p>
Minimum Payment	<p><u>Regular Credit Plan</u> The Minimum Payment required under the Regular Credit Plan is the greater of \$10 or 3.0% of the Total Balance of your Regular Credit Plan.</p> <p><u>Minimum Payments Specific to Promotional Credit Plans</u> In the event that PWB offers you a Promotional Credit Plan, some of the Promotional Credit Plans require a Minimum Payment calculated in a similar manner as under the Regular Credit Plan. For those Promotional Credit Plans that require a different method of calculating a Minimum Payment, the relevant Minimum Payments are calculated under those Promotional Credit Plans as follows:</p> <p><u>"Equal Monthly Payment with Interest" Offer</u> Minimum Payments are determined by multiplying the total amount financed under this promotion by a repayment factor and adding that product to any insurance premiums and past due amounts. The applicability of a repayment factor is determined by the duration of the promotional period. The repayment factors are as follows: 12 month offer – 8.86% 24 month offer – 4.65% 36 month offer – 3.4%</p> <p><u>"Equal Monthly Payment, No Interest" Offer</u> Monthly Payments are determined by dividing the amount financed by the number of months indicated in the offer and adding that quotient to any insurance premiums and past due amounts.</p>
Foreign Currency Conversion	Not Applicable.
Annual Fees	None
Other Fees	<p><u>Fees Applicable to All Credit Plans</u> To be charged on the day the Transaction occurs, unless otherwise indicated:</p> <ul style="list-style-type: none"> - Non-Sufficient Funds ("NSF") Fee: \$40 for each cheque or other payment item which is dishonoured. - If you fail to make a Minimum Payment by the Payment Due Date, we may impose charges for the sole purpose of recovering the costs reasonably incurred

for legal services retained to collect or attempt to collect the payment, in realizing on any security interest taken under the credit agreement or in protecting such a security interest, including the cost of legal services retained for that purpose or in processing a cheque or other payment instrument that you used to make a payment on your Account but was dishonoured, including but not limited to the above NSF Fee.

- Statement Copy Charge: **\$5** for each additional copy of an Account Statement.
- Supplementary Card Fee: **\$25** for each additional Card issued.

Additional Fees Specific to Promotional Credit Plans

For all provinces/territories, **except for consumers resident in Quebec**, the following administration fees apply to Promotional Credit Plans (unless otherwise stated in the Promotional Credit Plan offer, in the discretion of PWB) based on the length of the promotional period:

Promo	"Same as Cash," "No Interest, No Payment" and "No Interest with Minimum Payment" Offers		"Equal Monthly Payment with Interest" and "Equal Monthly Payment, No Interest" Offers	
	Balance between \$250 & \$1499.99	\$1500 & Over	Balance between \$250 & \$1499.99	\$1500 & Over
# of Months				
2	NA	NA	NA	NA
3	NA	NA	NA	NA
4 to 6	\$ 39.99	\$ 49.99	\$ 39.99	\$ 49.99
7 to 12	\$ 59.99	\$ 99.99	\$ 59.99	\$ 99.99
13 to 16	\$ 89.99	\$ 129.99	\$ 89.99	\$129.99
17 to 24	\$109.99	\$ 149.99	\$109.99	\$149.99
21 and over	NA	NA	\$129.99	\$149.99

All sales under Promotional Credit Plans are on approved credit and all taxes and administration fees for Purchases under a Promotional Credit Plan are required as a down-payment and not on promotional terms.

Rates and fees are subject to change from time to time in accordance with the terms of the Cardholder Agreement.

(1) Interest Free Grace Period: The number of days between the Statement Closing Date and the Payment Due Date shown on your Account Statement is the Grace Period for new Purchases on that Account. Interest will accrue on new Transactions from the date(s) of the Transaction if the New Balance Due Now amount on the Account Statement, on which these Transactions first appear, is not paid in full by the Payment Due Date. Interest is charged on the Transaction until paid in full, both before and after demand, default and judgment.

(2) Average Daily Balance: The "average daily balance" is calculated at the Statement Closing Date by adding together the balance at the end of each day, then dividing that total by the number of days in that period. Interest is then charged on that average daily balance by first multiplying that balance by the daily interest rate (obtained by dividing the applicable annual interest rate by the number of days in a year) and then multiplying that product by the number of days in the statement period.

Lost or Stolen Cards: You will inform us immediately of any actual or suspected loss, theft or unauthorized use of your Card. Your maximum liability for unauthorized use of your Card or Account number in the event that it is lost or stolen is **\$50.00**. Once you notify us that your Card is lost or stolen, you will not be liable for any subsequent unauthorized transactions entered through use of your Card.

Statement Frequency: Monthly.

Examples - Regular Credit Plan

Examples of Monthly Credit Charges for Regular Revolving Charges (based on billing period of **30** days and rounded up to the nearest dollar):

Average Daily Balance	\$500	\$1,000	\$2,000
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Monthly interest charges based on the Regular Rate of 28.8%	\$12	\$24	\$48
For consumers resident in Quebec only: Monthly credit charges based on Regular Rate of 28.8% plus optional credit insurance (credit rate of 44.28%*)	\$13	\$37	\$74

*Credit rate comprised of the applicable annual interest rate plus rate for optional credit insurance (and sales tax) of **15.48%** per annum.

Examples - Promotional Credit Plans

You may be offered Promotional Credit Plans from time to time. These offers are subject to the Cardholder Agreement and any additional terms indicated in the offer.

For "Equal Monthly Payment with Interest" Offer, the equal monthly payments are determined by multiplying the following repayment factor (based on the specified offer period) by the original amount financed:

- 12** month offer with annual interest rate of **9.9%**: Repayment Factor is **8.86%**
- 24** month offer with annual interest rate of **9.9%**: Repayment Factor is **4.65%**
- 36** month offer with annual interest rate of **12.9%**: Repayment Factor is **3.40%**

Examples of Monthly Credit Charges for the "Equal Monthly Payment with Interest" Offer (based on billing period of **30** days and rounded up to the nearest dollar):

Average Daily Balance	\$500	\$1,000	\$2,000
Monthly credit charges based on the Regular Rate of 12.9%	\$5	\$11	\$21
For consumers resident in Quebec only: Monthly credit charges based on an annual interest rate of 12.9% plus optional credit insurance (credit rate of 28.38%*)	\$12	\$24	\$48
Monthly credit charges based on an annual interest rate of 9.9%	\$4	\$8	\$16
For consumers resident in Quebec only: Monthly credit charges based on an annual interest rate of 9.9% plus optional credit insurance (credit rate of 25.38%*)	\$11	\$21	\$42

*Credit rate comprised of the applicable annual interest rate plus rate for optional credit insurance (and sales tax) of **15.48%** per annum.

Optional Credit Insurance

We offer, from time to time, an Optional Credit Insurance program called the **Home Credit Card Balance Protection Plan**.[†] **The Home Card Payment Protection Plan provides insurance coverage for outstanding balances on your Account.** If you have enrolled in the Home Card Payment Protection Plan, a certificate of insurance and the details of the insurance coverage will be provided to you upon your application for such Optional Credit Insurance.

Insurance premiums under the Home Card Payment Plan are calculated on a monthly basis at a rate of **\$1.29/\$100** of the previous month's ending balance. The insurance premiums are automatically entered as a Transaction on your Account by PWB. If there are no new charges to the Account and the Account has a zero balance, then there will be no monthly premium charge for that month.

Optional Credit Insurance premiums are treated separately for each Credit Plan. For "No Interest, No Payment" and "Same as Cash" Offers, insurance premiums (plus applicable taxes) accrue interest in accordance with the underlying Credit Plan and are due and payable in the same manner as Transactions under the Credit Plan to which they relate. For other Credit Plans (unless the promotional material or sales slip indicates otherwise), insurance premiums (plus applicable taxes), are treated as Transactions under that Credit Plan, accrue interest in accordance with the Regular Credit Plan and are due and payable as part of the monthly Minimum Payment.

Your insurance coverage under the Home Card Payment Protection Plan will be cancelled if you miss two Minimum Payments. If you have purchased coverage under the Home Card Payment

Protection Plan, and now wish to cancel it, you may contact the PWB Customer Service department.

† Benefits are underwritten by American Bankers Life Assurance Company of Florida and/or American Bankers Insurance Company of Florida, Assurant Solutions companies. Details of your coverage, including terms, conditions, limitations and exclusions, are in the Certificate of Insurance provided upon your enrolment.

Questions or Concerns about your Account:

If you have a question or concern about your account, please contact us at the PWB customer service department by toll-free telephone at 1-866-457-9434, by email at customercare@homehardwarecredit.com

Home Credit Card Cardholder Agreement

This Agreement sets out the terms and conditions under which we will provide credit to you. Please read the entire Agreement and keep it for your records.

In this Agreement, the words "we," "us," "our" and "PWB" mean Pacific & Western Bank of Canada, the issuer of your Card and Account. The words "you" and "your" mean the Primary Cardholder, each Authorized User and any other person to whom you have given either express or implied authority to use the Card or Account. All of you individually and together agree to be bound by this Agreement.

Some words in this Agreement are capitalized because they have special meaning. Please see Section **32** for an explanation of these words.

All references to "interest" mean "credit charges" in Quebec.

1. Application for an Account

By making an Application, you apply for and request that PWB establish an Account to provide you with credit up to the Credit Limit under the terms and conditions of this Agreement. You acknowledge that you have received and reviewed a copy of the Agreement at the time of making the Application and prior to the extension of any credit by PWB.

Signing the Acknowledgement and/or signing, activating and/or using your Card further acknowledges that you have read this Agreement and agree to and accept its terms and conditions. **For consumers resident in the Province of Quebec, use of your Card constitutes your acceptance of this Agreement.**

All information provided by you in connection with this Application, in any form, format, and manner (including but not limited to oral, written or electronic) is true, accurate and complete in all respects and you have reviewed and confirmed the accuracy of this information prior to the Application.

2. Card Use

Provided that your Account is in good standing, you may use your Card at a Dealer or online, as allowed by us from time to time, to make Purchases and any other type of Transaction that we allow from time to time up to the maximum amount we have set as your Credit Limit. You direct and authorize us to charge your Account with the amount of each Transaction. If you use your Account without presenting your Card to make a Transaction (such as Purchases by telephone, mail or internet) your obligation to us will be the same as if you had used your Card and signed a sales slip.

You must sign the back of your Card as soon as you receive it. You will be bound by the Agreement even if you do not sign your Card if you have agreed to and accepted the Agreement's terms and conditions as outlined in Section 1.

You promise to use your Account only for valid and lawful purposes. It is not our responsibility to make sure that you use your Account only for permissible Transactions and you will remain responsible for paying for a Transaction even if it is not permissible.

You may not use your Card or Account after the termination of this Agreement.

3. Credit Limit

By making an application, you hereby request any Credit Limit for which you may qualify. The amount of your Credit Limit with respect to this Application will be disclosed to you on your Card Carrier and in your initial Account Statement and, thereafter, on each Account Statement.

You agree that your debt will not exceed your Credit Limit at any time. However, we may, but are not required to, permit your Total Balance to exceed your Credit Limit from time to time, and you hereby authorize us to do so. You must pay any amount over your Credit Limit immediately if we ask you to.

From time to time, we may assess your Account to determine your eligibility for Credit Limit increases. Subject to applicable law, we may change your Credit Limit at our discretion at any time without notifying you in advance. However, in the event that we propose an increase to your

Credit Limit, we will advise you of the proposed Credit Limit increase and seek your consent prior to increasing your Credit Limit. **For consumers resident in the Province of Quebec, you must expressly apply for an increase in your Credit Limit.**

4. Liability for the Total Balance

The Primary Cardholder is liable for and will repay the Total Balance on the Account to PWB and any interest thereon, including any indebtedness incurred by an Authorized User, any family member or any other person to whom you have given either express or implied authority to use the Card and/or the Account. You agree to repay all debt you owe to us in the manner required by this Agreement.

You may make payments on your Account balance at any time. Payments to your Account do not automatically adjust your available credit. This generally occurs within two to four business days following receipt of payment, depending on how payment is made.

The Primary Cardholder is responsible for the use of the Account and each Card issued on the Account, according to the terms of this Agreement. If you allow someone to use your Account, that person will become an Authorized User. If you have previously authorized someone to use your Card, and have subsequently withdrawn your authorization, you will continue to be liable for all Transactions resulting from that person's unauthorized use of your Card. You must notify us to terminate an Authorized User's permission to use your Account. If you notify us, we may close the Account and/or issue a new Card or Cards. You must also recover and destroy any Cards or any other means of access to your Account from that Authorized User.

All of you are, individually and together (solidarily in Quebec), responsible under and bound by the terms and conditions of this Agreement. Your obligations under this Agreement shall be binding on your estate and legal representatives.

5. Interest Calculation

Interest is calculated separately for each Credit Plan. The total interest for the billing cycle is the sum of the interest for each Credit Plan. The Regular Rate is shown on the Disclosure Statement. Interest begins to accrue on Transactions under the Regular Credit Plan and the Promotional Credit Plan known as the "Low Interest Rate" Offer from the date of the Transaction until the date we receive payment in full. The applicable interest rate and method of calculation for each Promotional Credit Plan is disclosed in the Account Statement and are subject to change (see Section **23**).

Interest is calculated using the "average daily balance" method. The "average daily balance" is calculated at the Statement Closing Date by adding together the balance at the end of each day, then dividing that total by the number of days in that period. Interest is then charged on that average daily balance by first multiplying that balance by the daily interest rate (obtained by dividing the annual interest rate applicable by the number of days in a year) and then multiplying that product by the number of days in the statement period.

6. Waiver of Interest Charges

We waive the interest charges during the Grace Period of an Account Statement for new Purchases made under the Regular Credit Plan and for Fees which appear on your Account Statement for the first time, if you pay your New Balance in full on or before the Payment Due Date. Even if your New Balance is paid in full, residual interest may appear on the following month's Account Statement.

Notwithstanding this Section **6**, if your New Balance is not paid in full by the Payment Due Date, interest will be calculated in accordance with Section **5** for that portion that remains unpaid.

7. Fees

You authorize us to charge your Account, where applicable, with the Fees shown on the Disclosure Statement and any additional Fees that may apply to Promotional Credit Plans from time to time. We reserve the right to waive any Fees, at our discretion.

8. Promotional Credit Plans

Promotional Credit Plans may be offered by PWB to you from time to time as specified prior to or at the time a Purchase is made. Such offers are subject to the terms of the offer, the terms of this Agreement and any terms and conditions detailed on the Account Statement or otherwise disclosed to you by PWB, from time to time. Each Promotional Credit Plan is offered for a specific period of time and PWB may, in its discretion, impose minimum purchase values, administration fees and/or restrictions on the types of Purchases that may be made under a Promotional Credit Plan, in its discretion. Any administration fees imposed, and any taxes payable on a Purchase, under a Promotional Credit Plan are payable by you at the time of the Purchase and are not subject to the terms of such Promotional Credit Plan. All offers are subject to credit approval by PWB and your Account must be in good standing for you to be eligible for a Promotional Credit Plan (see Section **10**). The operation of a specific Promotional Credit Plan may change if your place of residence changes (for example, the "Same as Cash" Offer).

Promotional Credit Plans may include:

"Equal Monthly Payment with Interest" Offer: Subject to credit approval. Minimum purchases and administration fees may be required. The Primary Cardholder is required to make regular equal monthly payments, as determined by multiplying the total amount financed under this promotion by the relevant repayment factor and adding that product to any insurance premiums and past due amounts. The repayment factors are based on the specified promotion period and are outlined in the Disclosure Statement. If any required monthly payment is not made by the Primary Cardholder at the applicable Payment Due Date, the promotion terminates and interest at the Regular Rate applies to any outstanding promotional balance. Financing offers available at participating stores only.

"Equal Monthly Payment, No Interest" Offer: Subject to credit approval. Minimum purchases and administration fees may be required. The Primary Cardholder is required to make regular equal monthly payments, as determined by dividing the amount financed by the number of months indicated in the offer and adding that quotient to any insurance premiums and past due amounts. Interest is waived if payment of each monthly installment is made by the applicable Payment Due Date. If any monthly payment is not made by that Payment Due Date, the promotion terminates and interest at the Regular Rate applies to any outstanding promotional balance. Financing offers available at participating stores only.

"No Interest, No Payment" Offer: Subject to credit approval. Minimum purchases and administration fees may be required. This promotion may be made available by PWB on purchases of \$250 or more made on your Account. The Primary Cardholder is required to pay in full, the amount financed under this promotion at the end of the "no payment" period. Interest accrues at an annual rate of **28.8%** until **25** days prior to the promotion due date, following which interest begins to accrue at the Regular Rate. Interest is waived if payment in full is made by the promotion due date. Financing offers available at participating stores only.

"No Interest with Minimum Payment" Offer: Subject to credit approval. Minimum purchases and administration fees may be required. The Primary Cardholder is required to make minimum monthly payments, such payments being calculated in the same manner as under the Regular Credit Plan. The Primary Cardholder is required to pay, in full, the amount financed under this promotion at the end of the promotional period. Interest accrues at an annual rate of **28.8%** until **25** days prior to the promotion due date, following which interest begins to accrue at the Regular Rate. Interest is waived if payment in full is made by the promotion due date. Financing offers available at participating stores only.

"Same as Cash" Offer: Subject to credit approval. Minimum purchases and administration fees may be required. Interest accrues at the Regular Rate from the date of the Transaction. Interest is waived if payment in full is made by the promotional due date. **For consumers resident in Quebec**, a minimum monthly payment is required and calculated in the same manner as the Regular Credit Plan. Financing offers available at participating stores only.

"Low Interest Rate" Offer: Subject to credit approval. Minimum purchases and administration fees may be required. A reduced interest rate is applied to new Purchases for the specified promotional period as long as each Minimum Payment is paid by the applicable Payment Due Date. This interest rate is detailed on your Account Statement. All other terms that apply to the Regular Credit Plan apply to Transactions under the Low Interest Rate Offer. Financing offers available at participating stores only.

Promotional Credit Plans will terminate in the event that you do not comply with the applicable terms of the Promotional Credit Plan or your Account is not in good standing. Transactions that do not fall under a Promotional Credit Plan and the remaining balance under a Promotional Credit Plan that has terminated or expired are treated as Transactions under the Regular Credit Plan and interest on such Transactions or such balance, as the case may be, is calculated at the Regular Rate in accordance with this Agreement.

9. Minimum Payments

Each month you must pay at least the amount shown as the Minimum Payment by the Payment Due Date. The Minimum Payment is calculated as follows (rounded to the next higher **\$1** amount):

- the greater of **\$10** or the Minimum Payment required for the Regular Credit Plan, calculated in the manner outlined in the Disclosure Statement; plus
- the greater of **\$10** or the Minimum Payment required for each Promotional Credit Plan (see Section **8**), if applicable; plus
- any monthly premiums owed under Optional Credit Insurance; plus
- past due amounts.

If you do not have an outstanding balance on your Account, you are not required to make a Minimum Payment.

If you fail for 90 days to pay at least the amount of a Minimum Payment by the applicable Payment Due Date, during which period you are required to make such Minimum Payment, the Total Balance then outstanding will become due and payable. In such an event, interest will be charged on your Total Balance at the Regular Rate. You will not be permitted to charge further

Purchases to your Account, though we may nevertheless and in our sole discretion permit you to make specific charges, and we may in our sole discretion change your Credit Limit.

The following clause applies to consumers resident in the Province of Québec.:

"Clause required under the Consumer Protection Act

(Clause of forfeiture of benefit of the term).

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

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

- (a) either remedy the fact that he is in default;
- (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104** to **110** of the Consumer Protection Act (R.S.Q., c. P-**40.1**) as well as to section **69** of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur."

10. Good Standing

Your Account is considered to be in good standing when you are in full compliance with all terms and conditions of this Agreement. Your Account will not be in good standing if you fail to make any Minimum Payment (as shown on your Account Statement) by the Payment Due Date or fail to comply with any other term of this Agreement. Failure to keep your account in good standing may affect your Credit Limit, your ability to use your Card and your eligibility for Promotional Credit Plans and/or Optional Credit Insurance.

11. Applying your Payments

- (a) Unless we notify you otherwise (including in connection with any Promotional Credit Plan), we apply any payment made by you on your Account in this order: interest; premiums for Optional Credit Insurance; service fees; annual membership fees; applicable taxes on premiums for Optional Credit Insurance; and Purchases.
- (b) If you make a payment that exceeds your New Balance, we will apply the additional amount in this order: Purchases; interest; service fees; applicable taxes on premiums for Optional Credit Insurance; premiums for Optional Credit Insurance; and annual membership fees.
- (c) If you have a Promotional Credit Plan with deferred interest and you make a payment that is equal to or greater than the balance under such Promotional Credit Plan in the month that the promotion is scheduled to expire, your payment will be allocated to the balance with the highest interest rate first, then to other balances in descending order, based on the applicable interest rates, and then to the remaining balance in the order outlined in Section 10(b) above.

If you have any questions about the allocation of payments, contact the PWB Customer Service department using the phone number provided on your Account Statement or on the back of your Card.

12. Account Statements

For consumers resident in the Province of Quebec, any stipulation in this Section 12 which would constitute, under the laws of the Province of Quebec, a liberation from the consequences of our own acts, shall not apply.

Each month, we send an Account Statement only to the Primary Cardholder's address, by regular mail, electronic mail or otherwise. The number of days covered by an Account Statement is normally between **28** and **33** days but may vary as a result of several factors, including holidays, weekends and the different number of business days in each month.

We do not issue an Account Statement if there is no outstanding balance and no Transactions have been charged to your Account. In addition, for any Promotional Credit Plan where payments and interest are deferred, we will not send an Account Statement in any month where no Transactions have been charged to your Account (where permitted by applicable law).

The Account Statement details, among other things, Transactions made on your Account during the period of time covered by the Account Statement prior to the Statement Closing Date, as well as any Previous Balance. You are responsible for reviewing your Account Statement and must tell us in writing, no later than **30** days following the Statement Closing Date, of any error or omission in your Account Statement. Otherwise, you agree that your Account Statement is correct, except for any amount that we have improperly credited to your Account which we may reverse at any time. Even if you dispute a Transaction, you must still pay at least the amount

shown as the Minimum Payment on your Account Statement by the Payment Due Date in order to keep your Account in good standing.

You agree to continue to make payments even if we are delayed in or prevented from sending your Account Statement to you for any reason, including any postal interruption. During any such delay or interruption, you must contact us at least once a month to obtain the information required to meet your payment obligations and to keep your account current and in good standing. Your obligations under this Agreement will continue in such an event.

13. Provision of Documents

In the event that you provide PWB with an email address, you consent to receive copies of the following documents and information electronically: the Agreement, Account Statements, Disclosure Statements, notices of credit decisions and any other correspondence from PWB. You agree that we may send all such documents only to the Primary Cardholder and each of you are deemed to have received the Account Statements and all other Account documents sent to the Primary Cardholder in such a circumstance.

Important Notice: You understand that the information you have elected to receive is confidential in nature. We are not responsible for unauthorized access by third parties nor any damages, including direct, indirect, special, incidental or consequential damages caused by unauthorized access. We are not responsible for delays in the transmission of any information nor any computer viruses or related problems. If you have any questions about these documents or this method of disclosure, you may contact the PWB Customer Service department using the phone number provided on your Account Statement or on the back of your Card.

Where there is an Authorized User(s) on the Account, each Authorized User acknowledges that Account Statements and all other Account documents will be sent to the Primary Cardholder using the contact information provided by the Primary Cardholder to PWB. Each of you are deemed to have received the Account Statements and all other Account documents sent to the Primary Cardholder in such a circumstance.

14. Optional Services and Benefits

We may make special services or benefits available to you which may be subject to additional terms and conditions. All such benefits and services may be modified or cancelled without notice to you. We are not responsible or liable for any product or service not directly supplied by us.

15. Loss, Theft or Unauthorized Use

You will inform us immediately by telephone or in writing of any actual or suspected loss, theft or unauthorized use of your Card or Account. You may contact us by telephone toll-free at 1-866-457-9434, by email at customercare@homehardwarecredit.com. You must identify for us the unauthorized charges from which you received no benefit. Your maximum liability for unauthorized use of your Card or Account number in the event that it is lost or stolen is **\$50.00**. Once you notify us that your Card is lost or stolen, you will not be liable for any subsequent unauthorized transactions entered through use of your Card.

16. Problems with Dealers

We are not responsible if, for any reason, your Card is not honoured by a Dealer. If you have a problem with a Dealer regarding any product or service acquired through the use of your Card, you must settle the problem directly with that Dealer. Even if you have a problem with a Dealer, you remain responsible to pay any outstanding balance to PWB and you must continue to make at least your Minimum Payments by the Payment Due Dates in order to keep your Account in good standing. We shall not be liable for any loss or damage incurred as a result of our inability to authorize or process any Transaction or for taking any other action contemplated by applicable laws.

17. Credits from Dealers

If a Dealer issues you a credit note, we credit it to your Account on the day we receive it. However, if we have charged you any interest as a result of the original Transaction, we will not refund this interest to you.

18. Changing your Address

You must provide us with prompt notice of any change in your address, your name or other information about you. The operation of this Agreement may change if your place of residence changes.

19. Closing your Account

For consumers resident in the Province of Quebec, any stipulation in this Section 19 which would constitute, under the laws of the Province of Quebec, a unilateral right to decide that you have failed to satisfy one or another of your obligations or that a fact or circumstance has occurred, shall not apply.

We may cancel this Agreement, close your Account and require you to return your Card and to pay your Total Balance immediately and without prior notice if you become insolvent, bankrupt or do not carry out your obligations under this Agreement, including making any payment when it is due.

We also have the right at any time without notifying you in advance, unless required by law, to:

- cancel any Card on your Account;
- terminate any Promotional Credit Plan;
- withdraw your rights and privileges in respect of your Card and Account; and
- require the immediate return or destruction of all Cards.

You may cancel this Agreement and close your Account by telling us in writing.

Upon closure of your Account, you must immediately repay the Total Balance, destroy or return any Cards and stop using your Account. You will continue to be responsible for charges to your Account, even if they are made or processed after your Account is closed, and you will be required to pay all outstanding debt on your Account in accordance with the terms of this Agreement. This Agreement remains in effect, for as long as any outstanding debt remains unpaid, notwithstanding any cancellation of this Agreement or closure of your Account.

The following clause applies only to consumers resident in the Province of Quebec.

"Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

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

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

- (a) either remedy the fact that he is in default;
- (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104** to **110** of the Consumer Protection Act (R.S.Q., c. P-**40.1**) as well as to section **69** of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur."

20. Right to Set-off

We may deduct money from any other account that you have with us or with any of our affiliated companies and use it to pay any amounts that you owe us without notice to you.

21. Enforcement/Debt Collection

We may delay enforcing our rights under this Agreement and may accept later payments, partial payments and payments marked as "paid in full" or containing similar wording without losing any rights that we have under amounts that you owe to us on the Account.

We may impose charges for the sole purpose of recovering the costs reasonably incurred for legal services retained to collect or attempt to collect the payment, in realizing on any security interest taken under the credit agreement or in protecting such a security interest, including the cost of legal services retained for that purpose, or in processing a cheque or other payment instrument that you used to make a payment on your Account but was dishonoured.

Where permitted by applicable law, in the event that we seek to communicate with you in order to collect payment of any debt that you may owe to us on your Account, for purposes of collecting such debt you:

- a) provide us with your express consent to contact or attempt to contact any member of your family or household or any relative, neighbour, friend or acquaintance, including contact outside of any prescribed calling days or hours;
- b) authorize us to contact your employer for any purpose, not limited to confirmation that you are employed, the nature of your employment and the employer's business title and address;
- c) authorize us to contact you at your place of employment; and
- d) in the event that you notify us by registered mail that the debt is in dispute and that you intend to take the matter before a dispute resolution body or advise that you are prepared for us to take the matter to court, consent to us continuing our communications with you if either you have not taken the matter before a dispute resolution body or if we decide not to take the matter to court, in each case within 30 days of the date of your original notification to us.

22. Personal Information and Privacy

You understand that the collection, use and disclosure of your personal information by PWB and/or Home Hardware Stores Limited ("HHS") is done in accordance with their respective privacy policies. The PWB privacy policy is accessible online at <http://www.pwbank.com/privacy/> and the HHS privacy policy is accessible online in English at <http://www.homehardware.ca/en/index/privacy.htm>. You acknowledge that a paper copy of the PWB privacy policy has been made available to you at the time of the Application.

23. Changes to this Agreement

We may amend this Agreement, the Disclosure Statement and their respective terms and conditions, including without limitation any interest rates (credit rates in Quebec), service charges, Fees, terms for Optional Credit Insurance and other charges, by providing **30** days notice to the Primary Cardholder at the most recent contact information in our records. Any such notice will be provided in accordance with this Agreement and any applicable laws. Any such notice may be enclosed with or printed on an Account Statement or may be sent separately. Once notice is provided, you will be deemed to have accepted the changes to your Account if you sign, use or activate a Card, access your Account in any way or if any portion of your Total Balance remains unpaid after the effective date of the change.

24. Card Ownership

Your Card belongs to us. You do not have the right to assign or transfer your rights and obligations under this Agreement, your Cards or your Account to anyone else.

25. Assignment

We may sell, assign or transfer any or all of our rights or obligations under this Agreement, without notice to you. In connection with any sale, assignment or transfer, we may give personal information about you and your Account to the purchaser, assignee or transferee, as applicable. You consent to us sharing your personal information in this manner.

26. Severability

If any part of this Agreement is contrary to law, that part is ineffective without invalidating the rest of the Agreement.

27. Complete Agreement

This Agreement constitutes the complete agreement between you and PWB with respect to the subject matter hereof. No failure on PWB's part to exercise, and no delay by PWB in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by PWB of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by PWB under this Agreement.

28. Language

The parties hereto specifically request that this Agreement and all documents related hereto be drawn up in the English language only. Les parties aux présentes exigent que cette convention ainsi que tous les documents y afférents soient rédigés en langue anglaise seulement.

29. Corporate Primary Cardholders

In the event that the Primary Cardholder is a corporation, partnership, joint venture, firm, trust or other entity that is not a natural person, the person signing the Application and Agreement on behalf of the Primary Cardholder, in addition to providing any further documents that may be required by PWB at the time of the Application or thereafter, represents and warrants that he or she has the requisite authority to execute this Application and Agreement on behalf of the Primary Cardholder and, further, that this Application and Agreement are valid and binding obligations of the Primary Cardholder.

30. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws provisions. You agree that Ontario is the appropriate jurisdiction for all actions brought by you or by us in respect of this Agreement and the relationship contemplated herein.

For consumers resident in the Province of Quebec, this Agreement and every Transaction for an Account will be governed by the laws of the Province of Quebec and the laws of Canada applicable therein, without regards to conflicts of law principles.

31. Additional Provisions for Quebec Residents Only

The following clause applies only to consumers resident in the Province of Quebec:

Clause required under the Quebec Consumer Protection Act

(Contract extending variable credit for the use of a credit card)

For the purposes of this contract, the sole fact that the card has been issued replaces the merchant's signature and the sole use of the card by the consumer replaces the consumer's signature.

In the event of loss or theft of a credit card, the consumer incurs no liability for a debt resulting from the use of such card by a third party after the issuer of the card has been

notified of the loss or theft by telephone, telegraph, notice in writing or by any other means. Even where such notice is not given, the liability of the consumer whose credit card has been lost or stolen is limited to the sum of **\$50**.

At the end of each period, if the merchant has a claim with regard to a consumer, the merchant must furnish the latter with a statement of account mailed at least **21** days before the date on which the merchant may exact credit charges if the consumer does not discharge his entire obligation; credit charges for advances of money may start as of the date of the advance up until the date of payment.

The consumer may require the merchant to forward him, without charge, a copy of the vouchers for each of the transactions described in the statement of account.

Until the consumer receives a statement of account at his address, the merchant must not exact credit charges on the unpaid balance, except on advances of money.

It is in the consumer's interest to refer to sections **29, 123, 124, 126** and **127** of the Consumer Protection Act (R.S.Q. c. P-**40.1**) and, where necessary, to communicate with the Office de la protection du consommateur.

32. About the Words we use in this Agreement

In this Agreement, the words listed below have the following meanings:

- "**Account**" means the retail credit card account opened by PWB in the Primary Cardholder's name to which a Transaction is charged.
- "**Account Statement**" means the monthly statement of the Account that we prepare for the Cardholder, which may be provided in hardcopy or electronic form.
- "**Acknowledgement**" means the document that you sign when making an Application.
- "**Agreement**" means this Cardholder Agreement, the Disclosure Statement which accompanies the Cardholder Agreement, the Acknowledgement and all other disclosure documents, as amended from time to time.
- "**Application**" means the request made by you for the Account and each Card, as evidenced by your signing of all or part of the Acknowledgement, your provision of personal information to the representative of the Dealer for the purpose of that request, or both.
- "**Authorized User**" means any individual in whose name we have issued a Card that is identified in the Application as an "authorized user" or added as an authorized user at a later date at the request of the Primary Cardholder.
- "**Card**" means a credit card issued by us to access the Account and any renewals or replacements for that credit card as issued from time to time. Card also means any other access devices, such as account numbers, that we have issued to permit you to access the Account.
- "**Card Carrier**" means the document that accompanies your Card when we send your Card or a replacement of your Card to you.
- "**Credit Plan**" means a Promotional Credit Plan or a Regular Credit Plan.
- "**Cardholder Agreement**" means this agreement.
- "**Credit Limit**" means the maximum amount of debt that can remain outstanding and unpaid at any time on an Account.
- "**Dealer**" means a Home Hardware store where you have used your Card for the purpose of a Transaction and any representative of that store, as the context requires.
- "**Disclosure Statement**" means the written statement of the interest rates and Fees for each Account and each Card provided with this Agreement and accompanied with each Card when issued to a Cardholder and in any other document or statement that may be sent to the Cardholder from time to time.
- "**Fee**" means a fee that applies to the Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement we may send to the Cardholder from time to time.
- "**Grace Period**" means the number of days between the Statement Closing Date and the Payment Due Date and shall be at least **25** days.
- "**HHSL**" has the meaning given to it by Section **22** of this Agreement.
- "**Minimum Payment**" means the amount shown on your Account Statement as the "Minimum Payment" which is calculated in accordance with the Disclosure Statement and Section **9**.
- "**New Balance**" means the amount indicated on your Account Statement as the "New Balance Due Now", representing the balance owing as of the Statement Closing Date.
- "**Optional Credit Insurance**" means the insurance coverage that may be purchased at the option of the Cardholder, as described in the Disclosure Statement.

- **"Payment Due Date"** means the date indicated as such on the Account Statement.
- **"Previous Balance"** means the amount indicated as such on the Account Statement.
- **"Primary Cardholder"** means the Person identified as such on the Acknowledgement and who made the Application or on whose behalf the Application was made.
- **"Promotional Credit Plan"** means a special promotional offer that is made available from time to time as contemplated in Section 8.
- **"Purchase"** means an advance from us to a Dealer on your behalf that equals the purchase price of goods and services, purchased from a Dealer along with any applicable taxes, that you have directed, by your making of the purchase, be charged to your Account.
- **"Regular Credit Plan"** means Transactions that are not subject to any special promotional offer, and includes the balance under a Promotional Credit Plan that has been cancelled or has expired.
- **"Regular Rate"** means the annual percentage rate of interest (rate of credit in Quebec) that applies to the Regular Credit Plan, as referred to in the Disclosure Statement and set out on each Account Statement.
- **"Statement Closing Date"** means the date indicated as such on the Account Statement.
- **"Total Balance"** means the amount indicated as such on your Account Statement and represents the outstanding balance on your Account.
- **"Transaction"** means any Purchase, interest, fee, payment, credit or debit adjustment, and other amounts charged to your Account.

33. Customer Service

PWB Customer Service: If you have any concerns about your Account, please contact our customer service department using the phone number provided on your billing statement or on the back of your card.

Customer Response Team: If your concerns have not been satisfied by Customer Service, you may contact the PWB Customer Response Team by telephone toll-free at: 1-866-457-9434, by email at customercare@homehardwarecredit.com

PWB Office of the President and Chief Executive Officer: You may also write to the Office of the President and Chief Executive Officer at:

2002 – 140 Fullarton Street
London, ON N6A 5P2
Toll free telephone: 866-979-1919

PWB Financial Ombudsman: If your concerns remain unresolved, you may contact the Financial Ombudsman at:

2002 – 140 Fullarton Street
London, ON N6A 5P2
Toll free telephone: 866-979-1919

Ombudsman for Banking Services and Investments (OBSI): If the PWB Financial Ombudsman is unable to resolve your concerns, you can contact OBSI as follows:

PO Box 896 STN Adelaide
Toronto, ON, M5C 2K3
Toll free telephone: 1-888-451-4519

The Financial Consumer Agency of Canada (FCAC): If, after contacting PWB, you remain concerned about a possible breach of federal consumer protection laws, you can contact the FCAC as follows:

6th Floor, Enterprise Building
427 Laurier Avenue West, Ottawa, ON, K1R 1B9
Toll free telephone: 1-866-461-FCAC (3222)

Pacific and Western Bank of Canada
Home Credit Card Privacy Policy

Pacific & Western Bank of Canada (the “**Bank**”) knows the importance of keeping your personal information confidential. We have developed a Privacy Policy that describes how the Bank will endeavour to protect the privacy of your personal information. Our Privacy Policy is intended to comply with the federal Personal Information Protection and Electronic Documents Act (“**PIPEDA**”) and applicable provincial privacy laws.

This Policy does not apply to personal information related to a potential, current or former employment or contractor relationship with the Bank.

Personal information is information that identifies you as an individual. It includes not only such things as your age and gender, but also your personal financial records and identification numbers, such as your social insurance number. Subject to applicable laws, personal information does not include the name, title or business address or telephone number of an employee of an organization when used to contact them in their capacity as an employee of such organization, nor publicly available information, as defined in PIPEDA. While the Privacy Policy does not apply to information about corporations, partnerships or other forms of legal association, the Bank protects the confidentiality of such information in accordance with the Bank’s other policies and applicable law. The Privacy Policy does apply to information about business customers carrying on business as sole proprietors to the extent that such information identifies an individual human being.

The Privacy Policy is applicable for Canada only.

1. Collection, Use and Disclosure of Personal Information

We may collect, use, disclose and retain personal information for the following purposes:

- a) to open, establish, maintain and administer your accounts;
- b) to confirm and conclude contractual arrangements;
- c) to tailor our services and advice to your particular financial situation, goals and needs;
- d) to coordinate benefits and administer programs with our program partners when you apply for or use a product whose benefits are provided by third parties and are an automatic benefit of such products. For example, when you use a private label credit card at Home Hardware Stores Limited (HHS), your personal information will be disclosed to HHS as necessary to administer this program;
- e) to process orders for services, credit or products including through third party payment systems or networks;
- f) to respond to inquiries from you and to comply with your requests;
- g) to assess your creditworthiness and ongoing eligibility for various financial products and services, such as credit, by regularly obtaining information from and exchanging information with credit reporting bureaus;
- h) to file documents on your behalf with governmental authorities;
- i) to comply with the requirements of applicable laws, regulators and governmental authorities;
- j) to register investments with tax authorities;
- k) to process and settle payments;
- l) to advertise, offer and provide additional products, services and solicitations of the Bank and any of its affiliates or other parties that the Bank believes may be of interest to you. Subject to obtaining appropriate consent, marketing offers may be made through various channels, including direct mail, telemarketing and electronically, using contact information obtained in connection with your accounts, as updated from time to time.
If you prefer not to receive solicitations (including telemarketing) from the Bank, you may call the PWB Privacy Officer using the contact information below or, with respect to email or other electronic solicitations, by unsubscribing;
- m) to conduct market research, including customer surveys, in order to evaluate the needs, wants and satisfaction levels of our customers, to determine their eligibility to receive other products and services to meet those needs and to analyze and manage our business;
- n) to provide and administer services related to your account and monitor your purchases, account and credit balances, fees paid and payable and payment history;
- o) to verify your identity as an authorized user concerning any accounts, and to implement, carry out and maintain security measures aimed at protecting our customers from error, identity theft, fraud and unauthorized access to accounts;
- p) to comply with legal or regulatory requirements (including those related to security);

- q) to enable our affiliates, employees, suppliers, contractors and other third parties who need this information in order to set up, manage or maintain a business relationship with us and administer your accounts, for the ultimate purpose of us providing a service to you;
- r) to report to our affiliates;
- s) to protect our legal rights and property;
- t) to collect a debt or enforce another obligation owed by you to the Bank;
- u) to protect the safety of one or more individuals in an emergency or where otherwise necessary;
- v) to explore, negotiate or complete a business transaction, such as the grant of a security interest in or the sale of some or all of the shares or assets of the Bank to a third party; and
- w) any other reasonable purpose to which you consent.

Except as required for the foregoing, or where required or permitted to do so by applicable law or regulation, the Bank does not use or disclose personal information to third parties without your prior notice and/or consent.

We may collect and maintain personal information in the course of our activities, including, for example:

- a) your name, address, telephone number, email address or other information to contact or identify you;
- b) copies of government issued identification as required by law in order to verify your identity;
- c) financial information about your income, financial position, use of credit, investment portfolio, tax filings and taxable activities;
- d) information about your use of your bank accounts;
- e) information about your financial goals, risk tolerance and investment preferences;
- f) information about the goods or services provided to or by you;
- g) information about your financial transactions with us, including bills, credit history and payment preference;
- h) information about our agreements with you;
- i) credit, personal and employment information about you from credit reporting bureaus;
- j) information from communications with you, including your feedback and requests for customer care; and
- k) where required by law to do so (for example, in connection with reporting of investment products), your social insurance number.

2. Payment Processing

We may use a third party to process payments for our goods and services.

3. Foreign Service Providers

We occasionally use service providers that are based outside Canada. Where we hold an account for you with such a service provider, we may authorize that your personal information may be collected, used, disclosed or stored by such service providers in the United States or elsewhere. Your personal information may be subject to the laws of these other countries, including that, in certain circumstances foreign courts, law enforcement agencies, regulatory agencies or security authorities may be entitled to access your personal information..

4. Consent

If you choose to voluntarily submit personal information to us, we will consider that you have consented to our collection, use and disclosure of this personal information for purposes reasonably related to your providing the information and for the purposes set out in this Policy.

Where your personal information is held by a third party, and we require this personal information in order to accomplish a purpose for which you have previously given your consent or in order to perform services that you have requested, we will consider that you have consented to our collection of such personal information for such purpose.

Where we use the services of third parties in our business they may provide us with your personal information. In such a situation, we will make reasonable efforts to have such parties assure us that this provision of your information is permitted.

Subject to the above, we will usually ask for your consent when we collect your personal information. Sometimes this may happen after collection but prior to our use or disclosure of your

personal information. If we plan to use or disclose your personal information for a purpose not disclosed in this Policy or elsewhere to you, we will make efforts to let you know about that purpose before use or disclosure.

You may modify or revoke your consent at any time, with reasonable notice, subject to applicable laws and contracts signed by you, by sending a written message to our Privacy Officer using the contact information set out below. In some circumstances, a modification or revocation of consent may limit or prevent us from providing or continuing to provide products or services to, or acquiring products or services from, you. For example, if you withdraw your consent to our collecting and disclosing information about your use of credit with credit bureaus, we may not be able to provide you with any products or services that require access to credit or impact upon your credit score.

We assume, unless you tell us otherwise, that by continuing to deal with us after having had this Policy made available to you that you consent to the collection, use and disclosure of your personal information as set out and for the purposes described in this Policy, where such consent is required by law.

5. Accuracy and Completeness

When we collect, use or disclose personal information, we will make reasonable efforts to ensure that it is accurate, up to date, and complete. This may involve requesting further information or updates from you. We do request that you advise us in writing of changes to your personal information so that our records may remain current.

6. Retention and Destruction

We store your personal information in the Province of Ontario and the States of Arizona, Montana, Nebraska and Pennsylvania. We may, for legal or business purposes, retain personal information for as long as is reasonable to meet the purposes for which it was collected or as otherwise permitted or required by law or regulation. Upon expiry of an appropriate retention period, bearing in mind legal and reasonable business requirements, personal information will either be destroyed in a secure manner or made anonymous. You should be aware that there may be legally required minimum retention periods or destruction requirements, which we must and do observe.

7. Security of Personal Information

We have made commercially reasonable arrangements to secure against the unauthorized access, collection, use, disclosure, copying, modification, disposal, or destruction of personal information using physical, administrative and technical security measures.

8. Requests for Access to Personal Information

You may ask our Privacy Officer in writing at any time for:

- a) access and/or corrections to your personal information, if any, under our custody or control;
- b) information about the purposes for which your personal information under our custody or control has been and is being used by us; and
- c) the names of persons or entities to whom, and the circumstances in which, your personal information has been and is being disclosed by us.

Requests Must Be in Writing:

We do require that all such requests be in writing and email is not considered to be in writing in this situation. We reserve the right to require sufficient information and detail from the individual in question in order to properly identify you, confirm your right to access the information, locate the information and provide a response.

Fees:

We may charge fees for requests for personal information where it is reasonable to do so and permitted by applicable law.

Limits on Rights to Information:

Your ability to access your personal information in our custody or under our control is not absolute. Applicable law or regulation may permit or require us to withhold some of this information or the information may have been disposed of in accordance with our policy on retaining records.

9. Responses to Requests for Access to Personal Information

Our response to requests for access to personal information will in all cases be in writing, and will confirm whether we are providing all or part of the requested information, whether or not we are allowing access or providing copies, and, if access is being provided, when that will be given.

We reserve all our legal rights to not provide access to personal information. Where we may do so, we will endeavour to tell you why we are denying access to you.

10. Amendment of Policy

We reserve the right to amend this Policy from time to time as required and without notice by posting an updated Policy on our website and indicating that a change has been made. Any such amendments will be effective as of the date that the amended Policy is posted on our website.

11. Contacting or Communicating with Us

If you have any questions with respect to our policies concerning the handling of your personal information by the Bank and/or our foreign service providers, or if you wish to request access to, or correction of, your personal information under our care and control, please contact our Privacy Officer at:

2002 – 140 Fullarton Street
London, ON N6A 5P2
Toll free telephone: 866-979-1919

We will comply with applicable law in taking steps to answer your questions and keeping you informed of how we are responding to any issues that you have raised. If our response does not satisfy you, you may have a right to bring the matter before The Office of the Privacy Commissioner of Canada (OPC). You may contact the OPC by writing to them at Place de Ville, 112 Kent Street, 3rd floor, Ottawa, Ontario K1A 1H3, or by calling that office toll-free at 1-800-282-1376..

12. Interpretation

This Policy is to be interpreted so as to be consistent with applicable Canadian federal laws and is not intended to grant rights or impose obligations beyond those which exist in such applicable laws.

This Policy was last updated on October 24, 2011.