

# **We Financial™ Consumer Credit Cardholder Agreement**

**For Quebec residents:  
Contract extending Variable Credit  
(*Consumer Protection Act, s. 125*)**

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**We FINANCIAL™ INFORMATION BOX AND DISCLOSURE STATEMENT – this is a summary only. See below for full details.**

Please contact us toll free at **1-866-963-2477** if you have any questions on your account - Monday – Friday: 7:30 a.m. – 9:00 p.m. (Central Time); Saturday: 9:00 a.m. – 7:00 p.m. (Central Time); Sunday 12:00 noon – 6:00 p.m. (Central Time). Our business hours may change from time to time.

<p><b>Initial Credit Limit</b></p>	<p>Your initial credit limit(s) will be communicated to you when you receive your card. Your credit limit (s) will also be shown on your monthly statement.</p>
<p><b>Annual Interest Rates</b></p>	<p>This interest rate is in effect upon approval of your card.</p> <ul style="list-style-type: none"> <li>✓ <b>All Purpose Account - 29.9%</b></li> <li>✓ <b>Equal Payment Plan - 29.9%</b></li> <li>✓ <b>Preferred Motorized Equal Payment Plan <sup>1)</sup> - 18.8%</b></li> </ul> <p>The above rate(s) will also apply to Purchases made with your Card under the <b>Equal Payment Plan</b> after the end of any Promotional Offer, if you are approved by us for such a Promotional Offer as set out below:</p> <ul style="list-style-type: none"> <li>➤ “No Interest, No Payment” Promotional Offer: <b>29.9%</b>, with no interest for either <b>3, 6, 12, 24, 36, 48, or 60</b> months from the date of the relevant Transaction.</li> </ul> <p>We may cancel any Promotional Offer that you are participating in (or withdraw a Promotional Offer offered to you) if you are in default under the Cardholder Agreement including failing to make any minimum payment by the payment due date or any payment due under any Promotional Offer. The rate of <b>29.9%</b> will then immediately apply.</p> <p><sup>1)</sup> Interest rate only available on approved credit for motorized products.</p>
<p><b>Annual Percentage Rate or Annual Credit Rate</b></p>	<ul style="list-style-type: none"> <li>✓ <b>All Purpose Account: 29.9% <sup>2)</sup></b></li> <li>✓ The Annual Percentage Rate (APR) or the Annual Credit Rate (in Quebec) applicable under the <b>Equal Payment Plan</b> and under the <b>Preferred Motorized Equal Payment Plan</b> will be provided to you at the time of your Purchase.</li> </ul> <p><sup>2)</sup> Assumes there are no dishonored or late payments, no Card replacements, and/or no overlimits (not applicable to Quebec Residents), and that your Card remains active.</p>
<p><b>Term</b></p>	<p>The term of your financing under the <b>Equal Payment Plan</b> and under the <b>Preferred Motorized Equal Payment Plan</b> will be provided to you at the time of your Purchase. See also “Determination of Interest” below for further information.</p>
<p><b>Interest Free Grace Period</b></p> <p><b>Date of Advance and date from which Interest is Charged</b></p>	<p><b>All Purpose Account</b> - You will benefit from an interest-free grace period of at least <b>21</b> days on new Purchases that appear on your statement for the first time if we receive payment of the balance in full by the payment due date shown on your statement. There is no interest free grace period on cash advances and balance transfers.</p> <p><b>Equal Payment Plan and Preferred Motorized Equal Payment Plan</b> - Except for “<b>No Interest, No Payment</b>” promotional offers, there is no interest-free grace period for these plans. Interest is charged from the date of the advance, which will be made on the date of the Purchase.</p>

<p><b>Determination of Interest</b></p>	<p><b>All Purpose Account</b> – Interest is calculated daily. We multiply the total amount you owe each day by the daily interest rate (<b>0.0819%</b> per day), which is based on the annual interest rate of <b>29.9%</b>. Once a month, we add together the interest charges for each day, and the total interest charges is what we charge you per month for interest.</p> <p><b>Equal Payment Plan and Preferred Motorized Equal Payment Plan</b> – Monthly equal payments are determined by dividing the total amount of the Purchase plus related interest (interest is calculated at the applicable annual interest rate over the term agreed upon with us) by the number of months of the term. Your payment schedule will be provided to you at the time of your Purchase.</p> <p>If additional Purchases are made with available credit on your <b>Equal Payment Plan</b> and you have an existing balance on your <b>Equal Payment Plan</b>, the amounts of the new Purchase(s) are added to your existing account balance. Your new monthly equal payments and interest are determined as follows:</p> <ul style="list-style-type: none"> <li>➤ your equal monthly payments will remain the same as they were prior to your additional Purchase(s). The amount of your monthly payment applied to interest will increase, and the amount of your monthly payment applied to the principal amount will decrease. The term during which monthly payments are due will increase. Interest is calculated at the applicable annual interest rate over the new term.</li> <li>➤ For Purchases over <b>\$200.00</b>, your new payment schedule will be provided to you at the time of your new Purchase and in your monthly statement.</li> <li>➤ For Purchases less than <b>\$200.00</b>, you will be provided a new payment schedule on your next monthly statement.</li> </ul> <p>Except as may be provided for Purchases under a Promotional Offer (see below), interest accrues on each Purchase (including on any administration fees or other fees charged) from the date of the Purchase until we receive payment in full of the Purchase, except we do not charge interest on interest until default. Subject to any interest-free grace period that applies, interest is charged from the Purchase date until the Purchase is paid off.</p> <p>For a “<b>No Interest, No Payment</b>” Promotional Offer, no interest accrues during the Promotional Offer, but it begins to accrue on the day after the Promotional Offer ends until we receive payment in full of the amount of the Purchase under the Promotional Offer.</p>
<p><b>Minimum Payment/ Payments/ Amortization Period</b></p>	<p>Your minimum payment on your Card will be the sum of the following, and will be disclosed on your monthly statement:</p> <ul style="list-style-type: none"> <li>a) The greater of <b>5%</b> of your new total balance on your <b>All Purpose Account</b> (excluding any amount that exceeds your credit limit) or <b>\$5.00</b> <sup>2)</sup>;</li> <li>b) Any balance that exceeds your credit limit on your <b>All Purpose Account</b>;</li> <li>c) Any interest charges you have on your <b>All Purpose Account</b>;</li> <li>d) Any monthly payment due under any <b>Equal Payment Plan</b> and/or <b>Preferred Motorized Equal Payment Plan</b>; and</li> <li>e) Any amount past due under any <b>Equal Payment Plan</b> and/or <b>Preferred Motorized Equal Payment Plan</b>.</li> </ul> <p><sup>2)</sup> If your new total balance on your <b>All Purpose Account</b> is less than <b>\$5.00</b>, then the minimum payment under a) will be <b>\$5.00</b>.</p>

<b>Payments</b>	The amount of each payment, the date on which each payment is due, the components of your payments, and number of months payments are due under the <b>Equal Payment Plan</b> (for Purchases greater than <b>\$200.00</b> ) or the <b>Preferred Motorized Equal Payment Plan</b> will be provided to you at the time purchase under these plans. Your monthly statement will also include your payment details for all of your We Financial accounts.
<b>Foreign Currency Conversion</b>	Not available.
<b>Annual Fees</b>	<b>\$ 0</b>
<b>Default Insurance</b>	Not available.
<b>Prepayment Privilege/ Prepayment Charges</b>	You may prepay any amount of any outstanding balance under the <b>All Purpose Account, Equal Payment Plan</b> and the <b>Preferred Motorized Equal Payment Plan</b> at any time without any penalty or prepayment charges.
<b>Other Fees</b>	<ul style="list-style-type: none"> <li>• <b>Administration Fees –</b> <ul style="list-style-type: none"> <li>➢ <b>Equal Payment Plan</b> - For each purchase of general merchandise of <b>\$1000.00</b> or more made with your Card under the <b>Equal Payment Plan</b> (unless waived or lowered), you will be charged an administration fee of <b>\$99.00</b> at the time of purchase. If this fee is applied to your account, it will form part of your Purchase and will be included in the balance owing on your card statement and charged on the date of your Purchase.</li> <li>➢ <b>Equal Payment Plan and Preferred Motorized Equal Payment Plan –</b> For each motorized vehicle purchased with your Card, you will be charged an administration fee of <b>\$199.00</b> unless waived or lowered. If this fee is applied to your Account, it will form part of your Purchase and will be included in the account balance owing on your card statement and charged on the date of your Purchase.</li> </ul> </li> <li>• <b>Non-Sufficient Funds (NSF) - Returned Payment/Cheque Fee</b> - <b>\$75.00</b> charged on the date the payment is returned or dishonored.</li> <li>• <b>Card Replacement Fee - \$10.00</b> charged when we process your request.</li> <li>• <b>Late Payment Fee - \$10.00</b> each time your account(s) becomes past due.</li> <li>• <b>Over Limit Fee for All Purpose Account (not applicable to Quebec Residents) - \$29.00</b> charged once at the end of your billing period if your account balance exceeds your credit limit either a) throughout your entire billing period; or b) at any time during the billing period as a result of new transactions.</li> <li>• <b>Account Balance Inactivity Fee for All Purpose Account –</b> If your account has been inactive for <b>6</b> consecutive billing periods, and has an account balance of <b>\$5.00</b> or less, a fee equal to the amount of your account balance will be charged at the end of the <b>6<sup>th</sup></b> billing period.</li> </ul>

## ADDITIONAL DISCLOSURE - CREDIT CARD RATES AND FEES

The information in the Information Box and in this Addition Disclosure is current to the date of your application and is subject to change.

**A. Monthly Interest Charges:** Examples of monthly interest charges based on billing period of **31** days.

Average Daily Balance	\$200	\$500	\$1,000	\$1,500	\$2,000
<b>All Purpose Account</b> - Monthly interest charges based on the annual interest rate (and APR and Annual Credit Rate (in Quebec)) of <b>29.9%</b> . <sup>1)</sup>	<b>\$5.08</b>	<b>\$12.70</b>	<b>\$25.39</b>	<b>\$38.09</b>	<b>\$50.79</b>
<b>Equal Payment Plan</b> - Monthly interest charges based on the annual interest rate of <b>29.9%</b> . <sup>2)</sup>	<b>\$5.08</b>	<b>\$12.70</b>	<b>\$25.39</b>	<b>\$38.09</b>	<b>\$50.79</b>
Average Daily Balance	\$5,000	\$7,000	\$8,000	\$9,000	\$10,000
<b>Preferred Motorized Equal Payment Plan</b> - Monthly interest charges based on the annual interest rate of <b>18.8%</b> . <sup>2)</sup>	<b>\$79.84</b>	<b>\$111.77</b>	<b>\$127.74</b>	<b>\$143.70</b>	<b>\$159.67</b>
<sup>1)</sup> Assumes there are no dishonored or late payments, no Card replacements, and/or no overlimits (not applicable to Quebec Residents), and that your Card remains active. <sup>2)</sup> For Purchases > <b>\$200.00</b> , your payment schedule and cost of borrowing (APR or Annual Credit Rate) for your Purchase will be provided to you at the time of your Purchase. For Purchases < <b>\$200.00</b> , you will be provided a new payment schedule and cost of borrowing (APR or Annual Credit Rate) on your next monthly statement.					

**B. Statements:** You will receive a statement each month which will cover a period of from **28** to **33** days depending on when your billing cycle (Statement Period) ends.

**C. Security Interest:** You give us a security interest on any motorized products that you purchase through either the **Equal Payment Plan** or the **Preferred Motorized Equal Payment Plan** as security for such Purchases until such time as the particular Purchase has been paid in full.

**D. Default Charges:** You are responsible for all legal expenses incurred by us for enforcing our security interest and our other rights under the Agreement.

**E. Maximum Liability for Unauthorized Use of Cards:** You must notify us immediately by telephone or in writing of any actual or suspected loss or theft of your Card, or an unauthorized use of your Card or Account. If you report the loss or theft of your Card or an unauthorized use of your Card or Account, you will not be liable for any unauthorized transactions that occur after you notify us. You have to pay up to a maximum of **\$50** for any unauthorized amounts charged to your Card before you tell us it has been lost or stolen, or if there has been an unauthorized use.

**F. Promotional Offers:** You may be offered Promotional Offers from time to time. These Promotional Offers are subject to the terms of this Agreement, and any terms indicated in the promotional materials, sales slips or invoices provided by the Merchant.

## CARDHOLDER AGREEMENT TERMS AND CONDITIONS

In this Cardholder Agreement, the words “you”, “your” and “yours” means each Cardholder. The words “we”, “us” and “our” mean **We Financial** and **The North West Company LP** and its affiliates (individually and collectively, “**We Financial**”). The word “**Merchant**” means **The North West Company LP** and any of its subsidiaries or affiliates. Read this Agreement (as defined below) carefully and keep it so you can refer to it later. You acknowledge receiving a copy of this Agreement prior to the extension of any credit. **Signing your Card or activating or using your Card or your Account means that you have read this Agreement and accept its terms.** This Agreement replaces any previous Agreements provided to you for any consumer credit by us under either the Link Card or We Financial Card.

### 1. Definitions

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

“**Account**” means the credit card account opened and maintained by We Financial for the Card, and includes the All Purpose Account, the Equal Payment Plan and the Preferred Motorized Equal Payment Plan.

“**Agreement**” and “**Contract**” means this Cardholder Agreement, the Information Box and Disclosure Statement, the Additional Disclosure: Credit Card Rates and Fees, the Application, and the Initial Disclosure Statement, as each may be amended from time to time.

“**All Purpose Account**” means a revolving line of credit available for the purchase of goods or services (plus applicable taxes) from the Merchant.

“**Applicant**” means the person identified in the Application as the applicant.

“**Application**” means the We Financial Consumer Credit Application completed by the Applicant and Co-applicant.

“**Authorized User**” means the Applicant and the Co-Applicant to whom a Card has been issued and any other person who has been issued a Card at the authorization of either the Applicant or Co-Applicant.

“**Authorized User Card**” means a Card issued to an Authorized User.

“**Available Credit**” has the meaning set out in section 4 of this Agreement.

“**Balance**” means the total amount of all Transactions, less any payments or other credits which have been posted to your Account.

“**Card**” means a credit card issued by us to access the Account and any renewal or replacement issued by us from time to time.

“**Cardholder**” means the Applicant and the Co-Applicant.

“**Co-Applicant**” means the person identified in the Application as the co-applicant.

“**Consumer**” means the Cardholder.

“**Credit Limit**” means the maximum amount of credit that we may extend to you on your Account at any time and that may be charged to your Account as adjusted by us from time to time.

“**Disclosure Statement**” means the Information Box and Disclosure Statement, the Additional Disclosure: Credit Card Rates and Fee, as well as the Initial Disclosure Statement, each as amended from time to time.

“**Equal Payment Plan**” means an installment credit account, available only for purchases of non-food and non-grocery products from the Merchant equal to or greater than a specific minimum amount for any single item, such amount as may be adjusted by the Merchant from time to time.

“**Information**” means personal, financial, employment and other details about you that you provide to us and/or we obtain from others outside our organizations, including through the products and services you use for the purpose of servicing your Card, enhancing products, services and marketing and supporting and improving your customer experience.

“**Initial Disclosure Statement**” means the Initial Disclosure Statement – Equal Payment Plan and/or the Initial Disclosure Statement – Preferred Motorized Equal Payment Plan as provided to you at the time of your Purchase.

“**Interest Rate**” means the annual interest rate of **29.9%**, as such rate may be changed from time to time upon notice to you.

“**Payment Due Date**” means the date shown as the Payment Due Date on your Statement.

“**Preferred Rate**” means the annual interest rate of **18.8%**, as such rate may be changed from time to time upon notice to you.

“**Preferred Motorized Equal Payment Plan**” means an installment credit account, available only for purchases of motorized products from the Merchant.

“**Promotional Due Date**” means the last day of a Promotional Offer.

“**Promotional Offer**” means a promotional offer that is made available to you from time to time as contemplated in Section 6 of this Agreement.

“**Promotional Term**” means the period of time during which a particular Promotional Offer (as stated in the promotional materials or sales slips or invoices provided by the Merchant) is effective.

“**Purchase**” means a charge to your Account for the purchase of goods or services (plus applicable taxes) from the Merchant.

“**Regular Credit Purchase**” means a Purchase, other than a Purchase that is subject to a Promotional Offer, but includes any outstanding balance owing for a Purchase that is no longer subject to a Promotional Offer after the Promotional Term has ended or after a Promotional Offer is cancelled as a result of your default under this Agreement.

“**Statement**” means a statement of the Account as set out in section 3 of this Agreement.

“**Statement Period**” means the billing cycle for your Account.

“**Transaction**” means any Purchase (including under a Promotional Offer) and any other charge to the Account, including interest charges, fees, any payment, and any credit or debit adjustment.

## 2. Use of Card and Account; Making Payments

**Use of Card:** You may make Purchases using your Card or Account, and any other type of Transaction that we allow from time to time, wherever the Card or Account is accepted, up to your Credit Limit from time to time. You authorize us to charge your Account with the amount of each Transaction. You must sign your Card as soon as you receive it. You will be bound by this Agreement even if you do not sign the Card. You agree not to use the Card or the Account for anything that is illegal or fraudulent. We reserve the right to block use of the Card or the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Card or the Account.

If you use or give the Card to someone to make a Purchase or if you otherwise authorize the Account to be charged without presenting the Card or without signing a sales draft (including by mail, telephone, Internet or any other electronic method or device of communication), the legal effect is the same as if you had presented the Card and/or signed a sales draft or slip. If a Cardholder has at any time authorized a person to use the Account, the Cardholder will be liable for any use of the Account by that person even though a Cardholder intended to limit that authorization to a particular use or time.

**Making Payments:** You can choose from any of the following convenient payment methods:

- ✓ **In Store.** By debit card, prepaid card, cash or cheque at any We Financial location located in a Northern, NorthMart or Valu Lots store near you.
- ✓ **Online Banking.** Under bill payments, adding your We Financial credit account as payee.
- ✓ **Pre-Authorized Debits.** Visit any We Financial location and sign up using a PAD form.
- ✓ **By Mail.** Make your cheque payable to “The North West Company LP” and ensure your We Financial Credit Card number is indicated at the front of your cheque. Then send it to us at:

We Financial  
77 Main Street  
Winnipeg, MB R3C 1A3

A payment is not considered to be made until it has been received by us, so depending upon the form of payment used, allow time for processing of payments.

## 3. Statements and Other Communications

Each month we provide a statement of the Account (the “**Statement**”) and other communications to the Cardholder’s address appearing in our records. With the Cardholder’s consent, and if we agree to do so, we may also send Statements and other communications by another method, including electronically. The Cardholder and each Authorized User acknowledges that any Statement, any information about any Statement



and other communications may be shared with any Cardholder on a joint Account without notice to other Cardholders or Authorized Users. We will not issue you a Statement if there is no outstanding Balance and there has been no activity on your Account.

The number of days covered by a Statement is between **28** and **33** days depending on when your Statement Period ends. You must tell us no later than **30** days following your Statement date, 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. If you do not receive your Statement in any month for any reason, you must contact us to obtain the information required to make all payments when due. Where there is an Authorized User, each such individual acknowledges that Statements and other mailings or communications will be sent to the address of the Cardholder only. It is therefore the responsibility of an Authorized User to obtain information from the Cardholder. Any communication sent by mail will be considered to have been received by the Cardholder fifteen (**15**) business days after we mail it or at the time of sending it in the case of an electronic method. The Cardholder must keep their address (including electronic) up to date with us at all times.

#### **4. Credit Limit and Over Limit**

**Credit Limit:** We will determine the maximum amount of your Credit Limit. The current Credit Limit is shown on the Card carrier that you receive with your Card and on your monthly Statement. We may reduce your Credit Limit from time to time, without prior notice to you, as shown on the monthly Statement. We will not increase your Credit Limit without obtaining the express consent of the Cardholder prior to doing so. The new Credit Limit will be shown on the monthly Statement that we provide to you. The amount of credit that is available to you at any time (your “**Available Credit**”) is the positive difference between the Credit Limit and the Balance that is outstanding on the Account at such time. Depending on your method of payment, it may take up to **15** business days before your Available Credit is increased by the amount of any payment that you make.

**Over Limit:** If the Balance owing on the Account at any time exceeds the Credit Limit, we may refuse to extend further credit until you have made a payment to bring your outstanding Balance below your Credit Limit. We may choose, from time to time and without notice to you, to allow the Balance that is outstanding on the Account to exceed the Credit Limit, but we are not required to do so even if we have done so before. If we allow you to exceed the Credit Limit, the Cardholder is responsible for and must pay the amount that exceeds the Credit Limit as part of the Minimum Payment. In all provinces other than Quebec, a fee will be charged for the over limit as shown in the Information Box and Additional Disclosure attached to this Agreement. The Cardholder remains liable for the entire Balance owing on the Account whether or not it exceeds the Credit Limit.

#### **5. Interest and Grace Period**

The way we calculate interest is described below. The order in which amounts charged to your Account are paid is described in **Section 11 “How We Apply Payments to your Account”**). Any interest that is included in the Balance or a Statement because the Balance on a previous Statement was not paid in full will accrue interest.

##### **How we Calculate Interest:**

- **All Purpose Account** – Interest is calculated daily. We multiply the total amount you owe each day by the daily interest rate (**0.0819%** per day), which is based on the annual interest rate of **29.9%**. Once a month, we add together the interest charges for each day, and the total interest charges is what we charge you per month for interest.

You can avoid paying any interest on the Balance that appears on your Statement if we receive payment of the Balance in full by the Payment Due Date shown on your Statement.

The number of days between the Statement Date and the Payment Due Date shown on your monthly Statement is the Grace Period. The minimum Grace Period is **21** days.

- **Equal Payment Plan and Preferred Motorized Equal Payment Plan** – Monthly equal payments are determined by dividing the total amount of your Purchase plus related interest (interest is calculated at the applicable annual interest rate over the term agreed upon with us) by the number of months of the term. Your payment schedule will be provided to you at the time of your Purchase.



If additional Purchases are made with available credit on your **Equal Payment Plan** and you have an existing balance on your **Equal Payment Plan**, the amounts of the new Purchase(s) are added to your existing account balance. Your new monthly equal payments and interest are determined as follows:

- Your equal monthly payments will remain the same as they were prior to your additional purchases. The amount of your monthly payment applied to interest will increase, and the amount or your monthly payment applied to the principal amount will decrease. The term during which monthly payments are due will increase. Interest is calculated at the applicable annual interest rate over the new term.
- For purchases over **\$200.00**, your new payment schedule will be provided to you at the time of your new purchase and in your monthly statement.
- For purchases less than **\$200.00**, you will be provided a new payment schedule on your next monthly statement.

Except as may be provided for purchases under a Promotional Offer (see below), interest accrues on each purchase (including on any administration fees or other fees charged) from the date of the Purchase until we receive payment in full of the Purchase, except we do not charge interest on interest until default. Subject to any interest-free grace period that applies, interest is charged from the purchase date until the Purchase is paid off.

## 6. Promotional Offers and Interest on Promotional Offers

We may, from time to time, make available to you in connection with a Purchase a special promotional offer as described below (a "**Promotional Offer**"). Each Promotional Offer is subject to the terms of this Agreement and to any additional terms contained in any promotional material and/or sales drafts or slips provided by the Merchant for Purchases subject to a particular Promotional Offer.

If you default in complying with any term of this Agreement, including failing to make any Minimum Payment by the Payment Due Date or failing to make any payment due under any Promotional Offer, we may, without notice to you, cancel a Promotional Offer in which you are participating effective on the date that such default occurred. On that date, the Promotional Term will end and all Purchases (and where applicable any fees charged for those Purchases) will then be treated as Regular Credit Purchases on which interest will accrue and be payable. Also, any outstanding balance owing for a Purchase that is no longer subject to a Promotional Offer will be treated as a Regular Credit Purchase on which interest will accrue and be payable. See the defined term "**Regular Credit Purchase**" above for more information.

**"No Interest, No Payment" Promotional Offer:** No interest accrues and no payments are required on the particular Purchase during the Promotional Term, but on the date after the Promotional Term ends, the balance of the particular Purchase will be converted to a Regular Credit Purchase and interest will start accruing after the Promotional Due Date, if you have chosen not to pay the balance of the particular Purchase in full on or before the Promotional Due Date. You may however elect to prepay the amount of that balance of the particular Purchase in full at any time on or before the Promotional Due Date without any prepayment charge or penalty.

## 7. Fees

You authorize us to charge your Account, where applicable, with the fees shown on the Information Box and Statement Disclosure as well as the Additional Disclosure: Credit Card Rates and Fees and the Initial Disclosure Statement, and all fees charged will form part of the Balance.

## 8. Minimum Payment

You may pay your Balance in full at any time without any penalty or fees. However, each month you must pay at least that portion of your Balance shown as the Minimum Payment by the Payment Due Date shown on your Statement. The Minimum Payment is calculated in the manner outlined in the Information Box and Statement Disclosure, the Additional Disclosure; Credit Card Rates and Fees, and the Initial Disclosure Statement.

## 9. Good Standing

Your Account is considered to be in good standing when you are in compliance with all terms of this Agreement. Your Account will not be in good standing if you fail to make any Minimum Payment as shown on your Statement by the Payment Due Date or fail to comply with any other term of this Agreement.

## 10. Our Rights if you Default

If we do not receive your Minimum Payment by the Payment Due Date, or you otherwise do not comply with this Agreement and therefore your Account is not in good standing, or if anything occurs which causes us to believe that you will be unable to make a payment or would otherwise not be able to comply with this Agreement:

- a) we may block use of your Card or your Account and the entire Balance will, at our option, become due and payable despite any other provision of this Agreement, together with interest at the annual interest rate then being charged on the Balance, or, if different interest rates apply at that time to different portions of the Balance, then at the annual interest rate then applicable to the particular portion of the Balance;
- b) we may, without notice to you, deduct money from any other account that you have with us or any of our affiliated companies and use it to pay the amount that is owing to us;
- c) we may start collection proceedings, including but not limited to the enforcement of any security interest taken on any product purchased; and
- c) you must pay all our legal expenses, on an external counsel and own client basis (including all legal fees charged by our own internal legal counsel) that we incur to collect or attempt to collect what is owing to us, including but not limited to enforcing any security interest on a product purchased.

**For residents of Québec only:**

**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; or
- b) 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.

## 11. How We Apply Payments to your Account

Unless specified otherwise in any Promotional Offer, we apply your payment in this order:

- a) Balances that have appeared on a previous Statement:
  - accrued interest
  - Purchases (includes any fees added to Purchase)
- b) Balance appearing on your current Statement for the first time:
  - accrued interest
  - Purchases (includes any fees added to Purchase)
- c) Balance that has not yet appeared on a Statement
  - Purchases (included any fees added to Purchase)

## 12. Benefits and Optional Services

We, or third parties, may make special services or benefits available to you that 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 supplied by third parties.

### **13. Security Interest**

You give We Financial a security interest in any motorized products that are the subject of a Purchase that are financed through either the Equal Payment Plan or Preferred Motorized Equal Payment Plan as security for all Purchases until such time as the particular Purchase has been paid in full. The security interest provided herein secures the fulfillment of all obligations to We Financial, including any interest and collection charges and all liabilities you may have to We Financial.

### **14. Account Activity**

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

- ✓ our acceptance, count 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;
- ✓ 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. Your Liability for Unauthorized Use of Cards**

You must notify us immediately by telephone or in writing of any actual or suspected loss or theft of your Card, or an unauthorized use of your Card or Account. If you report the loss or theft of your Card or an unauthorized use of your Card or Account, you will not be liable for any unauthorized transactions that occur after you notify us. You have to pay up to a maximum of **\$50** for any unauthorized amounts charged to your Card before you tell us it has been lost or stolen, or if there has been an unauthorized use.

### **16. Problems with Merchants**

We are not responsible if, for any reason, your Card is not honoured. If you have problems regarding any product or service purchased through the use of your Card, you must settle the problem directly with the Merchant. Even if you have a problem with a Purchase, 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. We will 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 permitted by law.

### **17. Credits from Merchant**

If we issue 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, you must still pay that interest and we will not refund to you any interest that you may have previously paid for that Transaction.

### **18. Changing your Address**

You must provide us prompt written notice of any change in your address, your name or other information about you, including your electronic address such as an email address where we are communicating with you electronically.

### **19. Cancellation**

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

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

Upon cancellation, you are not entitled to use your Card or Account and must repay any outstanding Balance and accrued interest immediately. We may deduct money from any other account that you have with us or any of our affiliated companies, or from any amounts we may otherwise owe to you for any reason, including any

wages or termination payments if you are an employee of We Financial, and use it to pay the amount that you owe us, without notice to you. You must pay all legal fees and expenses that we incur to collect amounts under this Agreement, as permitted by applicable law. Even if we have withdrawn your rights and privileges on your Card and Account, this Agreement remains in effect, for as long as any Balance is owing on the Account.

You may also advise us that you wish to cancel any Card on your Account or if you wish to close your Account.

## **20. Changes to this Agreement**

We may make changes to this Agreement, including the interest rates and fees charged, by giving a minimum of 30 days' notice of the change to the Cardholder, at your most recent address in our records or in some other way. Benefits, services and coverages associated with a Card or the Account may also change or end with notice to the Cardholder.

## **21. Cancellation of Authorized User Card(s)**

We may cancel an Authorized User Card or withdraw or limit access to the Account at any time without telling you in advance. The Cardholder may also cancel an Authorized User Card by providing us with notice in writing instructing us to cancel the Authorized User Card and confirming that the Authorized User Card is in the possession of the Cardholder or has been destroyed. In either case, cancelling an Authorized User Card will not affect the Cardholder's obligation to pay all amounts owing on the Account before such cancellation. The Cardholder will continue to be responsible for and will pay us for all amounts owing on the Account for any Purchases or other Transactions incurred by any Authorized User.

## **22. Card Ownership**

Your Card is owned by We Financial. You do not have the right to assign or transfer your rights and obligations under this Agreement, your Card or your Account to anyone else and your obligations will bind your heirs, successors and legal representatives.

## **23. Assignment**

We may sell, assign or transfer all or some of our rights or obligations under this Agreement, without notice to you. In connection with any sale, assignment or transfer, we may give information about you and your Account to the purchaser or transferee.

## **24. Severability**

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

## **25. Language (Applicable in Quebec only)**

You acknowledge having expressly required that this Agreement, the Statement and all other related documents be drafted in English. Vous reconnaissez avoir expressément exigé que le présent contrat, les relevés et tous les autres documents s'y rapportant soient rédigés en anglais.

## **26. Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the province or territory in Canada where you resided when this Agreement was entered into and the laws of Canada as applicable therein.

## **27. Additional Use of Information by We Financial**

We Financial, its agents and suppliers, may also use your Information for the purpose of servicing your Card, enhancing products, services and marketing and supporting and improving your customer experience. In addition, We Financial may provide you with information about, and market to you, products and services that it thinks would be of interest to you whether offered by We Financial or third parties it selects. If you have any questions or concerns about the use of your Information by We Financial, would rather not be contacted about We Financial's products or services, or wish to obtain more information about We Financial's Privacy Policy and

practices, simply call We Financial at **1-800-563-0002** (toll-free) or visit We Financial's website at [www.northwest.ca](http://www.northwest.ca) or email us at [privacy@northwest.ca](mailto:privacy@northwest.ca). You can also get the most up to date version of We Financial's Privacy Policy by visiting [www.northwest.ca](http://www.northwest.ca).

### **For residents of Québec only:**

#### **Clause required under the *Consumer Protection Act* (Contract extending variable credit for the use of a credit card)**

For the purposes of this Agreement, 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 person 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, the merchant, if he has a claim with regard to a consumer, must furnish the latter with a statement of account mailed at least **21** days before the date on which he 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.

## **28. Contacting Us and Complaint Resolution**

At We Financial, our top priority is our customers – we work hard to ensure that our customers' expectations of service are met and even surpassed. We want to hear from you if that does not happen.

To make changes to your Account or for account enquiries, please contact us toll free at **1-866-963-2477**. When you call, you can:

- ✓ Check the status of your Account;
- ✓ Report a lost or stolen Card;
- ✓ Change your address;
- ✓ Add an Authorized User;
- ✓ Request additional cards;
- ✓ Request a limit change; or
- ✓ Report a concern.