

# YOUR WALMART REWARDS™ MASTERCARD® CARDHOLDER AGREEMENT

## Welcome

Thank you for choosing the Walmart Rewards Mastercard. Your Card is issued by Fairstone Bank of Canada and has no annual fee. With your Card you will earn Walmart Reward Dollars everywhere Mastercard is accepted. You can redeem Walmart Reward Dollars instantly at the register at Walmart stores in Canada or online at [walmart.ca](https://walmart.ca). With up to 120,000 different products to choose from at Walmart stores and over 1 million items available on [walmart.ca](https://walmart.ca), you will find so many ways to use your Walmart Reward Dollars for yourself and your family. For more details about how you earn and redeem Walmart Reward Dollars, please see the Walmart Reward Dollars Program Terms and Conditions, available online at [walmartrewards.ca](https://walmartrewards.ca).

This Agreement is a helpful document that describes the terms and conditions associated with your Walmart Rewards Mastercard account, and any Cards, including any renewal and replacement cards, and Convenience Cheques that we may issue for your account. This Agreement replaces any previous cardholder agreement provided to you in connection with your account. By signing, activating, or using your Card or accessing your account in any way, you are accepting the terms and conditions of this Agreement, which includes the Disclosure Statement (available online at [walmartrewards.ca](https://walmartrewards.ca)).

Be sure to read this Agreement thoroughly to understand how your Card works and find useful information, including how interest is calculated and what to do if your Card is lost or stolen. We also recommend that you read the Walmart Rewards Mastercard Privacy Statement available online at [walmartrewards.ca](https://walmartrewards.ca), as it explains how we collect, use, and disclose your personal information. Please keep these documents in a secure place for future reference.

If you have any questions, please call us toll-free at 1-888-331-6133.

## 1. Definitions

Here are the definitions of some of the words we use in this Agreement:

- 1.1. **Agreement** means this Walmart Rewards Mastercard Cardholder Agreement, including the Disclosure Statement, as it may be amended, modified, supplemented, or replaced from time to time.
- 1.2. **Balance** means the total amount of all transactions, fees, including those set out in the Disclosure Statement, interest, and any other amounts payable under this Agreement, less any payments or other credits that have been posted to your account.
- 1.3. **Balance Transfer** means a cash advance transaction in which you borrow money on your account to pay the outstanding balance on another credit card or loan with another financial institution.
- 1.4. **Card** means a credit card issued by Fairstone Bank of Canada to a Cardholder under your account, such as our Preferred Rate Card or Standard Rate Card<sup>†</sup>. Your approval letter and monthly statement specify the Card that has been issued to your account.  
<sup>†</sup>The Standard Rate Card is currently not available to Quebec residents.
- 1.5. **Cardholder** means the Primary Cardholder and each Supplemental Cardholder.
- 1.6. **Cash Advance** includes a cash advance obtained at any automated banking machine (**ABM**), at a Walmart store in Canada, or at a financial institution. Cash Advance also includes the use of your Card or Card account number for Cash-like Transactions.
- 1.7. **Cash-like Transaction** means a transaction involving the purchase of items that are directly convertible to or similar to cash, such as the purchase of money orders, wire transfers, travellers' cheques, foreign currency, and gaming transactions (including betting, off-track betting, race-track wagers, casino gaming chips and lottery tickets).
- 1.8. **Convenience Cheque** means a cheque we issue to you that you can use to pay for goods and services with your Card or to conduct a Balance Transfer if we permit.
- 1.9. **Credit Limit** means the maximum amount available to you to charge purchases, Cash Advances, Balance Transfers, Convenience Cheques and cover interest and fees.
- 1.10. **Disclosure Statement** means the summary table that describes the annual interest rates, fees, and other information regarding your account. The Disclosure Statement is provided with applications and Welcome Kits and is also available online at [walmartrewards.ca](https://walmartrewards.ca). The Disclosure Statement forms part of this Agreement, and we may make changes to it from time to time with notice to you in accordance with this Agreement or as required by law.
- 1.11. **Privacy Law** means the federal *Personal Information Protection and Electronic Documents Act* (Canada) and any successor or replacement to that statute and any other legislation or regulation applicable to Fairstone Bank of Canada concerning the protection of information about identifiable individuals.
- 1.12. **Personal Information** means any personal information about you or that you provide to us that is subject to regulation by any Privacy Law and that is in our possession or control.
- 1.13. **Primary Cardholder** means the person who applied for the Card and in whose name the account has been opened and who is liable for all amounts owing under this Agreement.
- 1.14. **Supplemental Cardholder** means a person to whom a Card has been issued under the account at the request and authorization of the Primary Cardholder, and who has no liability for any amounts owing under this Agreement.
- 1.15. **You or your** means each Cardholder unless the context refers only to the Primary Cardholder.

- 1.16. **Walmart** means Walmart Canada Corporation and/or any of its affiliates or service providers.
- 1.17. **We, our or us** means Fairstone Bank of Canada.
- 1.18. **WelcomeKit** means the package that the Primary Cardholder will receive with the first Card that is issued to you.

## 2. Using Your Card – Your Rights and Duties

You may be eligible for a Walmart Rewards World Mastercard. Eligibility is based on several factors such as your personal and/or household income in combination with your credit history and other financial information and is subject to change from time to time at our discretion.

- 2.1. As the Primary Cardholder, you agree that this card is a consumer card, intended for personal use only and the liability rest with you as an individual. You agree that you will pay all applicable fees, charges and interest at the annual interest rates set out in the Disclosure Statement. You are responsible for and promise to repay the Balance owing on your account to us, including all amounts incurred by any Supplemental Cardholder. You are also responsible for ensuring that all Supplemental Cardholders comply with this Agreement. Supplemental Cardholders are not liable for any amounts owing under this Agreement.
- 2.2. Your Card may only be used by the Primary Cardholder and each Supplemental Cardholder. If any Cardholder lends a Card to someone or allows someone else to use a Card or your account number, the Primary Cardholder will be responsible for any amounts charged to the Card or account by that person, even if you intended to limit that person's use of the Card or your account to a particular amount or particular time and even if you have allowed your Card to be used in a manner that is prohibited under this Agreement.
- 2.3. Your Card and account number may be used wherever Mastercard is accepted to:
- pay for goods and services that you buy in person, over the phone, on the Internet or by mail order, and
  - where available, obtain Cash Advances.
- 2.4. Your Card or account number must not be used for:
- any illegal or unlawful purpose, including the purchase of goods or services prohibited by the laws of Canada or any other country where the Card is used or where the goods or services are provided, or
  - any internet gambling transaction.

We have the right to prevent your Card or your account from being used for certain types of transactions as determined by us without advance notice to you.

- 2.5. You agree not to use your Card before the valid from date or after the expiry date indicated on your Card, however, if any amounts are charged to the account before the valid from date or after the expiry date, the Primary Cardholder is responsible to pay us those amounts.
- 2.6. All Cards are the property of Fairstone Bank of Canada and must be returned to us on our request.

## 3. Personal Identification Number and other Security Code

- 3.1. We will provide a personal identification number (PIN) for your Card, or we will advise you how to select your PIN. You will select a PIN which cannot be easily guessed, and which is not related to your name, address, telephone number, date of birth, social insurance number, or other information about you.
- 3.2. You agree to keep your PIN and any security codes that you create for the purposes of online transactions or accessing information about your account online confidential and in secure location(s) separate from your Card. You must take all reasonable precautions to ensure that no one finds out your PIN or other security codes, including while you key-in your PIN at an ABM or point of sale terminal. You must not share your PIN or any other security codes with anyone.

## 4. Monthly Statements

- 4.1. Unless otherwise required by law, we will send you a statement of account for each billing period during which there are any transactions or other charges or an out-standing Balance or credit balance on your account as of the last day of the statement period. However, to the extent permitted by law, and if you have provided your consent, we may provide your statements to you in electronic form such as online, via email or any other electronic means.
- 4.2. You are required to review your statement and check that the information about your purchases and other charges, Cash Advances, interest charges and fees is accurate. If you disagree with any item on your statement, you must contact us within thirty days of the statement date. Otherwise, the statement and our records will be considered to be accurate, and you may not make a future claim against us regarding these items on the account. However, we may at any time remove from your account any credits which have been posted in error.

## 5. Making Payments

- 5.1. You can make payments on your account by mail, at any Walmart store in Canada, or through the telephone, online, ABM or teller services of another financial institution that accepts Walmart Rewards Mastercard payments. You may also make payments by pre-authorized debit from your chequing or savings account at a Canadian financial institution. If you wish to make your payments by pre-authorized debit, please contact us at **1-888-331-6133** or download and complete our preauthorized debit form at [walmartrewardsmc.ca](http://walmartrewardsmc.ca) and log into your Walmart Rewards Mastercard online account.
- 5.2. If you make a payment online, by mail or through another financial institution, it can take several days for your payment to reach us. We will only credit payments to your account after we have received and processed them. Payments do not immediately adjust your available credit. This generally occurs within one to three business days following our receipt and clearing of your payment.

- 5.3. Regardless of the type of payment method you choose, it is your responsibility to ensure that we receive your payment in time to credit your account by the payment due date.

## 6. Minimum Payments

- 6.1. If you reside outside of the Province of Quebec, your Minimum Payment is:

Any previous unpaid Minimum Payment plus:

- Interest and fees shown on your statement + **\$10**.

If you reside in the Province of Quebec, your Minimum Payment is:

Any previous unpaid Minimum Payment plus the greater of:

- Interest and fees shown on your statement + **\$10**.

**OR**

- **5%** of your statement Balance

In either case, if your Balance is under **\$10**, your Minimum Payment is the full Balance.

- 6.2. The Minimum Payment does not include any amount that you may be required to pay under any promotional offer in which you are participating. Any such amount owing will be disclosed in the terms and conditions of the promotional offer.
- 6.3. You must pay at least the Minimum Payment on or before the payment due date shown on your statement. If you do not pay at least the Minimum Payment by the payment due date or if you do not comply with other terms of this Agreement, you may lose the benefit of any promotional offers in which you are participating. Please note that a credit to your account, for example, as a result of a return of goods to a merchant, does not constitute a payment to your account and does not satisfy the requirement to pay the Minimum Payment.
- 6.4. From time to time, we may offer you the option of not making a Minimum Payment for one or more months. If you accept such an offer, regular interest charges will continue to apply to your Balance and be charged to your account.

## 7. How We Apply Your Payments

- 7.1. We will apply your Minimum Payment as follows:

- first, to any accrued interest charges;
- then, to any previously billed amounts; and
- then, to any unbilled amounts.

Your Minimum Payment will be applied to Balances within each of the above categories beginning with the lowest interest rate item(s) within each category and continuing to the highest interest rate item(s) within the category.

- 7.2. If there are items making up your Balance that are charged at different interest rates, we will apply any amount of your payment that is greater than the Minimum Payment to each interest rate category in the proportion that the amount in each category represents of the remaining Balance.

## 8. Your Available Credit

- 8.1. We will inform you of your initial Credit Limit in your Welcome Kit and your current Credit Limit will be indicated on each statement.
- 8.2. We determine your available credit by deducting the amount you owe us (including transactions that we have authorized but not yet posted to your account) from your Credit Limit. We may set a separate cash limit for cash related activities on your account (such as Cash Advances, Balance Transfers and Convenience Cheques), which will also be set out in your Welcome Kit and on each statement.
- 8.3. Although we establish a Credit Limit, we may, from time to time and at our discretion, approve charges that cause your Balance to exceed the Credit Limit, if your Balance exceeds the Credit Limit, it does not constitute an increase to the Credit Limit. We may decrease your Credit Limit at any time without notice or consent. We may at our discretion increase your Credit Limit if you provide your consent to do so.
- 8.4. You are required to repay all amounts charged to your account, regardless of whether you have exceeded your Credit Limit. You agree to pay any amounts that exceed your Credit Limit immediately on us advising you that you have exceeded your Credit Limit. If your Balance exceeds your Credit Limit **at any time during your billing period**, we may charge you the applicable Over Credit Limit Fee as set out in the Disclosure Statement

## 9. Interest and Grace Periods

- 9.1. Interest accrues on purchases from and including the date of each purchase and on fees from and including the transaction date shown on your statement, however, you can avoid interest being charged on your purchases and fees by paying the total new Balance in full by the payment due date shown on your statement. The payment due date will be at least 21 days after the last day of the statement period. This period of time is referred to as an interest-free grace period. If you pay the total new Balance in full by the payment due date on your current statement, we will not charge interest on purchases, fees, or interest that appear for the first time on your current statement. There is no interest-free grace period for Cash Advances, Balance Transfers, Cash-like Transactions and Convenience Cheques nor any associated fees. Interest will always accrue on these transactions and their associated fees from the transaction date shown on your statement. If you do not pay the total new Balance in full by the payment due date on your current statement, your grace period will increase to at least 25 days on your next monthly statement. Your grace period will return to at least 21 days if you pay your Balance due in full by the

next payment due date.

- 9.2.** For any individual new purchase or fee that is subject to interest, interest will be charged from and including the transaction date shown on your statement until the date we receive a payment that covers the new purchase or fee. All payments will be applied as described in the “How We Apply Your Payments” section above. Any interest that accrues on a new purchase or fee between the date of your current statement and the date we receive your payment will appear on your next statement.
- 9.3.** The annual Interest Rate on your account (excluding Cash Advances, Balance Transfers and Convenience Cheques) is as shown in the Disclosure Statement for your approved Card.
- 9.4.** The annual Cash Interest Rate for Cash Advances, Balance Transfers and Convenience Cheques on your account is as shown in the Disclosure Statement for your approved Card.
- 9.5.** If you fail to pay at least the Minimum Payment on or before the payment due date shown on your statement for any two (2) billing periods within any twelve (12) month period, the annual interest rate that applies to your account (including Cash Advances, Balance Transfers, and Convenience Cheques) may increase to the Adjusted Rate for your approved Card as shown in the Disclosure Statement, beginning on the first day of the following billing period. The Adjusted Rate for your approved Card will apply until you have paid at least the Minimum Payment shown on your statement on or before the payment due date shown on your statement for twelve (12) consecutive billing periods, and after you have done so, the annual interest rates that apply to your account will be reduced to the Interest Rate and the Cash Interest Rate shown in the Disclosure Statement for your approved Card, beginning on the first day of the following billing period.

In addition to the above scenario, we may with prior notice, increase or decrease at our sole discretion the Interest Rate and/or Cash Interest Rate applicable to your account following a review of any combination of, but not limited to:

- Your account behaviour (including missed or late payment(s), credit limit and cash advance utilization); and
- Your credit bureau reports and credit history (including changes in your credit delinquencies, civil judgements, collections, or foreclosure).

The applicable annual interest rates are subject to change from time to time, with notice to you as required by law. The current applicable annual interest rates will also be set out on your statement.

- 9.6.** We calculate interest using the average daily balance method. At the end of each billing period, we calculate interest separately for each category of transactions and charges (which are: (1) purchases and fees, and (2) Cash Advances, Balance Transfers and Convenience Cheques) that makes up your Balance and that is subject to interest at a different annual interest rate. We determine the average daily balance for a particular category by adding together the balances for that category for each day during the billing period and dividing that sum by the number of days in the billing period. We determine the daily interest rate for a particular category by dividing the applicable interest rate for the category by 365 (in a regular year) or 366 (in a leap year).

#### **9.7. Effective prior to August 6, 2024**

For each category, we determine (1) the average daily balance of all transactions and charges in that category for the billing period and (2) the daily interest rate for that category for that billing period. We then multiply the average daily balance for each category by the daily interest rate for that category, and then by the number of days in the period, and we add this amount to your Balance for each category.

| <b>EXAMPLES OF INTEREST/CREDIT CHARGES<br/>FOR A 30-DAY BILLING PERIOD ON BALANCES OF:</b> |               |         |         |         |
|--------------------------------------------------------------------------------------------|---------------|---------|---------|---------|
|                                                                                            | Rate*         | \$500   | \$1,000 | \$3,000 |
| Preferred Rate Card                                                                        |               |         |         |         |
| Interest Rate                                                                              | <b>20.89%</b> | \$8.58  | \$17.17 | \$51.51 |
| Cash Interest Rate                                                                         | <b>22.97%</b> | \$9.44  | \$18.88 | \$56.64 |
| Adjusted Rate                                                                              | <b>26.99%</b> | \$11.09 | \$22.18 | \$66.55 |
| Standard Rate Card <sup>‡</sup>                                                            |               |         |         |         |
| Interest Rate                                                                              | <b>26.99%</b> | \$11.09 | \$22.18 | \$66.55 |
| Cash Interest Rate                                                                         | <b>27.99%</b> | \$11.50 | \$23.00 | \$69.02 |
| Adjusted Rate                                                                              | <b>29.89%</b> | \$12.28 | \$24.57 | \$73.70 |

\* For Quebec Residents, the expressions Interest Rate, Cash Interest Rate and Adjusted Rate are Credit Rates within the meaning of the Quebec Consumer Protection Act.

<sup>‡</sup> The Standard Rate Card is currently not available to Quebec residents.

#### **Effective August 6, 2024**

For each category, we determine (1) the average daily balance of all transactions and charges in that category for the billing period and (2) the daily interest rate for that category for that billing period. We then multiply the average daily balance for each category by the daily interest rate for that category, and then by the number of days in the period, and we add this amount to your Balance for each category.

| EXAMPLES OF INTEREST/CREDIT CHARGES<br>FOR A 30-DAY BILLING PERIOD ON BALANCES OF: |               |         |         |         |
|------------------------------------------------------------------------------------|---------------|---------|---------|---------|
|                                                                                    | Rate*         | \$500   | \$1,000 | \$3,000 |
| Preferred Rate Card                                                                |               |         |         |         |
| Interest Rate                                                                      | <b>21.89%</b> | \$9.00  | \$17.99 | \$53.98 |
| Cash Interest Rate                                                                 | <b>22.97%</b> | \$9.44  | \$18.88 | \$56.64 |
| Adjusted Rate                                                                      | <b>26.99%</b> | \$11.09 | \$22.18 | \$66.55 |
| Standard Rate Card <sup>‡</sup>                                                    |               |         |         |         |
| Interest Rate                                                                      | <b>26.99%</b> | \$11.09 | \$22.18 | \$66.55 |
| Cash Interest Rate                                                                 | <b>27.99%</b> | \$11.50 | \$23.00 | \$69.02 |
| Adjusted Rate                                                                      | <b>29.89%</b> | \$12.28 | \$24.57 | \$73.70 |

\* For Quebec Residents, the expressions Interest Rate, Cash Interest Rate and Adjusted Rate are Credit Rates within the meaning of the Quebec Consumer Protection Act.

<sup>‡</sup> The Standard Rate Card is currently not available to Quebec residents

## 10. Fees

The fees that apply to your account are described in the Disclosure Statement. You agree to pay applicable fees and authorize us to charge them to your account. You acknowledge that we may make changes to the Disclosure Statement from time to time upon notice to you, as set out in the "Changes to This Agreement" section of this Agreement.

## 11. Walmart Reward Dollars Program

You may earn and redeem Walmart Rewards subject to the Walmart Reward Dollars Program Terms and Conditions (the "Rewards Terms") which are available online at [walmartrewards.ca](http://walmartrewards.ca) or in printed form upon request.

## 12. Promotional Offers

From time to time, we may make special offers available to you including granting you lower interest rates on portions of your Balance, the ability to skip payments or extend your payment due dates, offering additional Walmart Rewards or other promotional payment plans. We will explain the terms and conditions of these promotional offers at the time that we make these offers available to you. The terms and conditions of this Agreement will still apply to any promotional offer you choose to participate in, except to the extent modified by the terms and conditions of the promotional offer.

## 13. Credit Balances

We do not pay interest on any credit balances. You acknowledge that credit balances are not deposits and are therefore not insured by the Canada Deposit Insurance Corporation.

## 14. Foreign Currency Transactions

- 14.1. If you use your Card for a transaction in a foreign currency, the foreign currency will be converted to Canadian Dollars before the transaction is recorded on your account. Transactions made in any currency other than U.S. Dollars will be converted first to U.S. Dollars and then to Canadian Dollars.
- 14.2. We will charge you for the transaction in Canadian Dollars at the exchange rate(s) established by Mastercard International in effect on the date that we post the transaction to your account (which may not be the same date as the date of the transaction) plus the Foreign Currency Conversion Fee shown in the Disclosure Statement.
- 14.3. Credits to your account in U.S. Dollars will be converted directly to Canadian Dollars. Credits in other foreign currencies will be converted first to U.S. Dollars and then to Canadian Dollars. The exchange rate that applies to amounts charged to your account ("debits") may be different than the exchange rate that applies to amounts credited to your account ("credits"), as the exchange rates established by Mastercard International are different for debits and credits and are subject to change from time to time. This means that if you make a purchase in a foreign currency (a debit) and then return the purchase and the merchant credits your account (a credit), the Canadian Dollar amount debited to your account for the purchase may be different (and could be higher) than the Canadian Dollar amount credited to your account for the refund.
- 14.4. We will also charge you the Foreign Currency Conversion Fee for each foreign currency transaction as set out in the Disclosure Statement.

## 15. Problems with a Merchant

If you have a complaint or a problem regarding any products or services you purchased using your Card or your account, you must still pay all charges on your account and resolve the problem directly with the merchant. If you would like to discuss with us any disputes you may have with a merchant with respect to a transaction that appears on your statement, you may contact us at **1-888-331-6133**.

## 16. Lost or Stolen Cards and Unauthorized Transactions

- 16.1. You must tell us immediately if your Card or PIN is lost, stolen, or missing, or if you think that someone else might be using your Card, your account number, or your PIN, by calling:  
From Canada or the United States: 1-888-925-6218  
Elsewhere (by collect call): 1-647-788-2929
- 16.2. You will not be responsible for any unauthorized transactions that occur after you have informed us that your Card, account information, or related personal authentication information (including your PIN) has been lost, stolen, mis- used or missing.
- 16.3. Under the "Mastercard Zero Liability" policy, you will not be liable for any unauthorized purchases that are made with your Card if the following conditions are met:
- you did not contribute to, were not in any way involved, and did not benefit from the unauthorized use of the Card.
  - your account is in good standing.
  - you have exercised reasonable care in safeguarding your Card and your PIN; and
  - you have not reported two or more unauthorized events in connection with your Card in the preceding twelve months.
- 16.4. Your maximum liability for unauthorized charges on your Card will be \$50, unless it is proven that you have demonstrated gross negligence or, in Quebec, gross fault in safeguarding your card, your account information, or related personal authentication information (including your PIN).

## 17. How we Communicate with You

- 17.1. We will send statements and any other notices in connection with this Agreement only to the Primary Cardholder, and any communication to the Primary Cardholder is deemed to be sufficient communication to all Cardholders.
- 17.2. Unless the Primary Cardholder agrees to receive statements and any other notices in electronic form, such as online, via email or any other electronic means, statements and any notices under this Agreement will be sent to the Primary Cardholder by ordinary mail to the Primary Cardholder's address that appears in our records and will be deemed to have been received by you on the fifth day following the date that we mail it unless there is a postal strike or other disruption affecting mail delivery. In such case, you must contact us monthly during such strike or disruption to obtain statement information and you are still required to make all payments when due under this Agreement.
- 17.3. If you have agreed that we may provide statements and notices to you in electronic form, each statement and notice will be deemed to have been received by you on the day that we send or post it. You must immediately notify us of any change in your physical or mailing address and other contact information. If you receive notifications by email, you must immediately notify us of any change in your email address.

## 18. Renewal and Replacement Cards

You authorize us to send you a renewal or replacement Card before your current Card expires. You also agree that from time to time, at our discretion, we may send you a replacement Card that is governed by terms and conditions that differ from the terms and conditions set out in this Agreement. You must destroy any Cards that have expired or that we have replaced by cutting them through the magnetic stripe and if the Card has a chip, by also cutting through the chip.

## 19. Our Rights if You Default

- 19.1. If you do not make any payment when it is due or otherwise fail to comply with any of your obligations under this Agreement, we may, at our option, declare you in default under this Agreement. We may also, at our option, declare you in default if any statement that you made in connection with your account was false or misleading, you breach any other agreement that you may have with us or with any of our affiliates, if bankruptcy or other creditor proceedings are threatened or initiated against you, or if we have any reason to believe that you will be unable to make payments or you will otherwise not be able to comply with this Agreement.
- 19.2. If you are in default under this Agreement, the Balance will become due and payable on demand from us. At our discretion, we may require or allow you to pay amounts that are less than the full amount owing to us without limiting our right to claim the full Balance.
- 19.3. For Quebec Residents Only – Clauses 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 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 an application 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 (chapter P-40.1) as well as to section 69 of the General Regulation made under the Act and, where necessary, to communicate with the Office de la protection du consommateur.

- 19.4. Except for Quebec residents, you will also be responsible for all costs that we and our agents incur to collect or attempt to collect what is owing to us under this Agreement, including legal fees on a full indemnity basis charged by both our internal and external legal counsel.

## **20. Changes to This Agreement**

- 20.1. For Residents of the rest of Canada (excluding Quebec) – We may make changes to this Agreement, including changes to the information disclosed in the Disclosure Statement, by giving you subsequent notice of each change, unless advance notice is required by law.
- 20.2. For Quebec Residents Only – We may make changes to this Agreement, including changes to the information disclosed in the Disclosure Statement, by giving you 30 days advance written notice of the specific changes. With the exception of changes to Annual Interest Rates, you may refuse any of the specified changes or close your account by sending us notice no more than 30 days following the effective date of the changes coming into effect.

## **21. Governing Law**

- 21.1. This Agreement will be interpreted in accordance with Canadian law and with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside of Canada). In the event of a dispute, you agree that the courts in the province or territory where you reside (or the applicable laws of Ontario if you reside outside of Canada) will have exclusive jurisdiction over any dispute arising in connection with your Card, your account, or this Agreement.

## **22. Limitations on Our Liability**

- 22.1. We will not be liable to you for damages (including special, indirect, and consequential damages) that may arise in connection with your inability to access, or a merchant's refusal to honour or accept your Card, Convenience Cheque or your account, or the modification, cancellation or replacement of the Card's advantages or discounts by a supplier.
- 22.2. We may use affiliates and service providers that are located outside of Canada to process applications, information, and transactions in connection with credit card accounts. In the event that an affiliate and/or a service provider cannot or will not process any transaction in connection with your account, by reason that the affiliate or service provider may suffer legal and/or reputational risks, or that the affiliate or service provider may, by doing so, violate any law, regulation, rule or internal policy applicable to it if it completes such transaction, then we may be unable to complete the transaction. In such event, neither we nor our affiliates or service providers will be liable in respect of any such incomplete transaction.

## **23. Assignment**

We may assign, transfer, or sell our rights, benefits, or obligations under this Agreement to a third party, and you consent to this without us having to notify you. If we do so, or if we are considering doing so, you agree that we can disclose information about you and your account to the third party or related party. You may not assign any of your rights or obligations under this Agreement.

## **24. Severability**

If any provision of this Agreement is found to be unenforceable, that will not affect our ability to enforce the remainder of this Agreement.

## **25. Closing Your Account/Ending this Agreement**

- 25.1. We may suspend or end this Agreement, cancel your Card, or reduce your Credit Limit immediately at any time with or without a reason and without telling you in advance. If we do, you must pay all amounts owing on your account, stop using your Card and return your Card to us. We may deduct amounts owing on your account from any other account you have with us and use them to pay the amount owing on your account, without notice to you.
- 25.2. You may end this Agreement by contacting us and requesting that we close your account. We may require that you provide us notice that you wish to end this Agreement in writing.
- 25.3. Even if we or you have ended this Agreement, you will continue to be responsible for the Balance on your account. Your obligations under this Agreement continue until all amounts that you owe us have been paid in full.

## **26. For New or Existing Quebec Residents**

Elements of this Cardholder Agreement apply differently to residents of Quebec, as noted within the Agreement. If you are moving into or out of the province of Quebec, these elements will impact your relationship with Fairstone Bank of Canada, for example but not limited to the fees that are applicable to your account, the calculation of your minimum payment due and your liability with respect to unauthorized transactions.

## **27. Collection, Use, and Disclosure of Your Personal Information**

- 27.1. You consent to our collection, use, and disclosure of your Personal Information as described in the paragraphs below and in accordance with our Walmart Rewards Mastercard Privacy Statement.
- 27.2. You consent to our collection and use of the Personal Information that you provide to us and to our use and exchange of your credit and related financial information from time to time between us and our affiliates, service providers, credit bureaus, and reporting agencies, businesses and financial institutions with whom you have had or may have a financial relationship and other references you have provided to us for the purposes of obtaining a credit information report or related financial history, verifying your current and ongoing

creditworthiness and other information you have provided to us and providing credit information to potential creditors, credit bureaus, and credit reporting agencies. Social Insurance Numbers, birth dates or other identifiers, if collected, may be used to verify your identity, including matching credit reports.

- 27.3. You consent to our collection, use and disclosure to and from Walmart, our affiliates, insurers, and service providers of your Personal Information, each of whom may be located outside of Quebec, including information that we obtain from the sources identified above, for the further purposes of:
- processing your application for an account, product or service;
  - determining your ongoing interest and eligibility for products and services;
  - profiling in order to provide and offer the products and services you request, or we think maybe of interest to you.
  - administering, servicing, and enforcing your account;
  - collecting on Balances you owe us;
  - conducting surveys and other market research;
  - extending and/or administering contest offers;
  - meeting legal, regulatory, security and processing requirements; and
  - otherwise as permitted or required by law, including foreign laws applicable to our affiliates, insurers, and service providers.
- 27.4. You consent to our collection, use and disclosure to and from Walmart, or any of our affiliates of Personal Information, including information collected through your use of your Card at Walmart's retail stores and online retail channels, such as the types of products and services that you purchase and how often and under what circumstances you make purchases using your Card, and information about your browsing history automatically collected when you visit Walmart websites, such as via cookies. This Personal Information is used by us and our affiliates to understand the types of products and services that you tend to purchase at Walmart and that you may be interested in purchasing, to provide you with targeted promotional information about products and services that we or our affiliates offer, to assess your creditworthiness and your eligibility or suitability for products or services that we offer (alone or in conjunction with Walmart, our affiliates and marketing partners) and to improve our operations and business strategy.
- 27.5. You consent to the disclosure of your Personal Information to parties connected with the contemplated or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including your account and any agreement to which it relates) for the purposes of determining whether to proceed or continue with such transaction or business relationship, fulfilling any reporting or audit requirements to such parties and the use and disclosure by such parties for substantially the same purposes as described herein.
- 27.6. We may use affiliates and service providers located in foreign jurisdictions including the United States, to collect, use, store, and/or process Personal Information on our behalf, and your Personal Information may be transferred to those entities and processed outside of Canada. While we use measures to provide a comparable level of protection when Personal Information is transferred outside of Canada, your Personal Information may be subject to legal requirements in foreign jurisdictions applicable to our affiliates and service providers, for example, legal requirements to disclose information to government authorities in those jurisdictions, and the privacy protections applicable to your Personal Information may not be the same as those available in Canada.
- 27.7. We may also use or disclose your Personal Information, including information relating to the transactions on your account and your payment and purchase details, in order to determine your eligibility or suitability for products or services offered by us, Walmart, or selected third parties and to provide you with information about such products or services. If you do not want us to use or disclose your Personal Information for this purpose, please contact us at 1-888-331-6133 or write to us at P.O. Box 217, Orangeville, Ontario L9W 2Z6.
- 27.8. Employees, agents, insurers, and service providers that need to access your Personal Information to fulfill their job requirements will have access to your file, which will be electronically maintained in our offices and/or in the offices of Walmart or our service providers and which will be accessible from our offices. If you wish to access or make corrections to your personal information in our possession, you may call us at the number or write to us at the address set out above. We may use your Personal Information for as long as it is needed for the purposes described above and even after our relationship with you has ended.
- 27.9. You consent to the collection, use and disclosure of your Personal Information as described above, and as otherwise described in our Privacy Statement which can be obtained by calling the number above or at [walmartrewards.ca](http://walmartrewards.ca). If you have questions about our Privacy Statement you can write to: Walmart Rewards Mastercard, Attention: Privacy Officer, P.O. Box 217, Orangeville, Ontario L9W 2Z6.
- 27.10. You have the right to access or rectify the personal information you have provided and withdraw your consent for us to use the personal information you have provided, by contacting us at Fairstone Bank, 33 Yonge Street, Suite 810, Toronto, ON M5E 1G4 or please contact 1-888-331-6133.

## 28. Contacting Us

If you have any questions about your account, you can call us toll-free **1-888-331-6133**. You may also contact us in writing at P.O. Box 217, Orangeville, ON L9W 2Z6.

## 29. Making and Resolving Complaints

We value your business and encourage you to take the following steps to quickly and effectively resolve your complaint.

As a first step, you can call the Customer Care Centre at 1 888-331-6133 or write to Walmart Rewards Mastercard at P.O. Box 217, Orangeville, Ontario L9W 2Z6.

If your complaint is not resolved to your satisfaction, then as a second step, you can ask a Customer Care representative to refer your complaint to a supervisor or manager. Your complaint will automatically be escalated to a supervisor or manager if your complaint is not resolved within 14 days.

If you remain unsatisfied, you can take a third step by further escalating your concern in writing to the Fairstone Bank Commissioner of Complaints. The Fairstone Bank complaint handling process, including how to contact us in writing, is described in full at [www.fairstonebank.ca](http://www.fairstonebank.ca).

You can contact the Ombudsman for Banking Services and Investments (OBSI) whose purpose is to review your complaint if you do not accept the decision of the Commissioner of Complaints, or when 56 days have elapsed since you first made a complaint. You can reach OBSI by Telephone at 1 888 451-4519 or by email at [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca).

In addition, there are external agencies that monitor Canada's financial industry. If you have a regulatory complaint or a complaint concerning a voluntary code of conduct or public commitment, you can contact the Financial Consumer Agency of Canada at: 427 Laurier Avenue West, 6th Floor, Ottawa, Ontario K1R 1B9; [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca) or 1 866 461-3222 (English) or 1 866 461-2232 (French).

### **30. For Quebec Residents Only – Clauses Required under the Consumer Protection Act (“CPA”)**

These provisions apply only if the Cardholder is a consumer as defined by the CPA.

#### **Open credit contract for the use of a credit card**

- (1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Quebec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

- (2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

- (3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

- (4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft, or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to \$50. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.
- (5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of period is zero.
- (6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.
- (7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.
- (8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.

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