



UFA CREDIT ON ACCOUNT AGREEMENT

- 1 **Introduction.** This is your UFA Credit on Account Agreement (**Agreement**). It replaces any other UFA Credit on Account terms and conditions we may have provided you. It sets out the terms that govern your Account. **When you use your Account, it means you accept all of the terms stated in this Agreement.** Read this document and the documents listed in section 2 below.
- 2 **Additional Terms.** Additional terms regarding your Account are set out in the following documents which are incorporated into, and form part of, this Agreement:
 - (a) the credit application you completed with respect to the Account;
 - (b) the Disclosure Statement;
 - (c) the UFA Privacy Policy, which explains how we collect, use and disclose your personal information;
 - (d) any security agreement with respect to the credit granted under the Account entered into by you and us;
 - (e) any personal guarantee with respect to the credit granted under the Account you have provided to us;
 - (f) any Pre-Authorized Debit Agreement with respect to the credit granted under the Account you have provided to us;
 - (g) any additional notices or disclosure documents that we may provide to you.

The Disclosure Statement may provide for alternative terms to those set out in this Agreement. If there is ever an inconsistency between the terms of this Agreement and any Disclosure Statement, the terms of the Disclosure Statement will govern to the extent of the inconsistency.
- 3 **Application.** This Agreement applies to your Account, including any Cardlock Card(s) issued for the Account at any time.
- 4 **Changes.** We may unilaterally change any provision of this document, the Disclosure Statement, the Privacy Policy and the Pre-Authorized Debit Agreement at any time. Notice of the change will be provided to you, in accordance with applicable laws. Your use of the Account once a change has become effective shall constitute your acceptance of such change effective as of the date of the notice of change. Changes may include, but not be limited to, interest rates, fees, Account features and how your Account works. A change may apply both to the unpaid balance on your Account and to all new transactions.
- 5 **Definitions.** In this document, the following words and phrases have the following definitions:
 - (a) **Account** means your UFA Credit on Account;
 - (b) **Affiliate** has the meaning contemplated for such term pursuant to the *Cooperatives Act* (Alberta), as amended, restated, replaced or re-enacted from time to time;
 - (c) **Agreement** means the terms of this document and the terms of the documents listed in section 2, as may be amended from time to time;
 - (d) **Authorized User** means an individual who has been issued, and who has been authorized to use, a Cardlock Card for the Account at the request of the Primary User;

- (e) **Authorized Purchaser** means an individual who is authorized by the Primary User on the credit application or UFA's Authorized Purchaser Request Form to make purchases using the credit available on the Account;
- (f) **Cardlock Card** means any UFA Cardlock or UFA/CFN Cardlock, as applicable;
- (g) **CFN** means Commercial Fueling Network;
- (h) **CFN Pump Facilities** means fuel-dispensing facilities owned by CFN;
- (i) **Disclosure Statement** means the information box titled "Disclosure Statement" on your credit application, or a disclosure statement that we deliver to you, whichever is the most recent;
- (j) **Event of Default** has the meaning given to it in section 18;
- (k) **Grace Period** means the number of days between the date of your monthly statement and the payment due date indicated in such statement, during which interest accrues but will not be required to be paid if you pay your current balance in full on the payment due date;
- (l) **Person** means an individual, sole proprietorship, corporation, partnership or other entity;
- (m) **PIN** means a personal identification number used to authorize transactions when using a Cardlock Card;
- (n) **Primary User** means each Person who has completed Part A of the credit application as an "Applicant" or Part B of the credit application as a "Co-Applciant" with respect to the Account;
- (o) **Statement Period** means the billing period or the days covered by your monthly statement;
- (p) **UFA** means the United Farmers of Alberta Co-Operative Limited;
- (q) **UFA Cardlock Card** means a cardlock card that a Primary User or Authorized User can use to gain access to UFA Pump Facilities and to purchase fuel and other goods from such facilities using credit available through the Account;
- (r) **UFA Privacy Policy** means UFA's privacy policy which can be found at <https://www.ufa.com/Pages/privacy-policy.aspx>;
- (s) **UFA Pump Facilities** means fuel-dispensing facilities owned by UFA;
- (t) **UFA/CFN Cardlock Card** means a cardlock card that a Primary User or Authorized User can use to gain access to UFA Pump Facilities or CFN Pump Facilities and to purchase fuel and other goods from such facilities using credit available through the Account;
- (u) **Unauthorized Use** means use of the Account, through a Cardlock Card (if applicable) or otherwise, by a Person other than you or an Authorized User or Authorized Purchaser;
- (v) **Pump Facilities** means the UFA Pump Facilities and/or the CFN Pump Facilities, as applicable;
- (w) **We, us, and our** mean the UFA and its successors and assigns; and
- (x) **You and your** means each Primary User.

6 Your Rights and Duties.

- (a) **Use of Account.** You and your Authorized Purchasers can use your Account for purchasing from UFA, or its Affiliates, merchandise, fuel, agricultural inputs, and other products and services, from physical retail locations, through phone order, mail order or through any other methods we make available. You must ensure that your Account is not used in ways prohibited by us, for example, allowing Unauthorized Use of the Account, or using the Account if you are bankrupt or insolvent or unlikely to be able to pay your balance on time.
- (b) **Payment of Charges.** You must pay, and are liable for, all amounts charged to your Account, including charges from Authorized Users, Authorized Purchasers, and through Unauthorized Use occurring prior to notification to us of such Unauthorized Use. You are responsible even if these charges are incurred after the closure or suspension of your Account, or after the expiry of any Cardlock Card.
- (c) **Jointly and Several Liability.** Where there is more than one of you, you are jointly and severally liable for payment of all charges to the Account, including those charged by Authorized Users, Authorized Purchasers and Unauthorized Use, and for complying with all terms and conditions of this Agreement. Each of you may give us instructions regarding the Account. We are not responsible for ensuring that there has been consensus among all Primary Users with respect to such instructions.
- (d) **Keeping Contact Information Current.**
 - (i) **Notify Us of Changes.** You must provide us prompt notice of any change in your personal or business information, as applicable, including any change in legal name, occupation, telephone number, residential or business address (as applicable) and mailing address. If you have chosen to receive electronic notifications regarding your statements and other related correspondence by e-mail, you must also notify us of any changes to your e-mail address. We may request that you confirm or update your personal information at any time, and you must respond to that request.
 - (ii) **Suspension of Account.** If we send a statement or a notice to you and it is returned because of an invalid mailing address, we may suspend use of the Account and we may not issue further statements or notices to you until we receive a correct or new address from you, and we may suspend use of the Account until we have received the updated information. You are responsible for paying all amounts owing on your Account even if you do not receive statements due to an invalid address or e-mail address.
- (e) **Keeping Account Secure.** You must maintain the secrecy of any PINs and passwords for your Account. You must not disclose them to anyone, including our call centre or any third party, or in response to any emails, either on purpose or by accident. We will not request you to disclose any PINs or passwords for your Account in communications with us. If you do not properly safeguard any PIN or password for your Account, you may be liable for Unauthorized Use of your account. When you call us regarding your Account, we will ask you to provide information to verify your identity, including but not limited to your contact information, date of birth, credit information, and last payment and purchase information.

7 Credit Limit.

- (a) **Your Credit Limit.** Your credit limit is the maximum amount that you and any Authorized Users and Authorized Purchasers, taken together, are allowed to charge to your Account to cover purchases, interest and fees. It is disclosed to you on the Disclosure Statement and each monthly statement. As the charges on your Account increase (including charges

for purchases we have authorized but not yet posted), the credit available for you to use will decrease a corresponding amount. You may call us to verify your current credit limit.

- (b) **Do Not Exceed Your Credit Limit.** Do not exceed your credit limit. We may refuse to honour any use of the Account which would cause you to exceed your credit limit, however, we are not obligated to do so, nor are we obligated to inform you when you approach or exceed your credit limit. If we do allow the total you owe on your Account to exceed your credit limit, this does not mean that your credit limit has changed. **You remain responsible for, and must immediately pay, any amount that exceeds your credit limit.**
- (c) **We May Change Your Limit.** We may decrease your credit limit if you consistently make late payments or make no payments. From time to time, we may ask you if you want your credit limit increased. We will not increase your credit limit without your express consent to do so. You may also ask us at any time to review your eligibility for a credit limit increase.
- (d) **You May Request a Change To Your Credit Limit.** You may ask for a credit limit increase by completing a Credit Limit Increase Request Form. Credit limit increases are subject to our approval, and we may decline or authorize only a portion of any credit limit increase you request. You may ask for a credit limit decrease, however, we will not allow you to decrease your credit limit below the balance of your Account.

8 **Open Credit Accounts and Balance Forward Accounts.** Your Account will automatically be opened as a balance forward account, in which any payments you make are automatically applied to your overall Account balance. You may request for your Account to be changed from a balance forward account into an open item account. If you change your Account to an open item account, then you are responsible for directing payments to be applied to specific purchases on your Account. If you fail to properly apply your payments to specific purchases, such purchases that have not been paid will accrue interest as set out in this Agreement.

9 **Your Statements.** Your monthly statement provides detailed information with respect to your Account.

- (a) **Statement Periods Vary.** Monthly statements are only prepared on business days, therefore Statement Periods will vary from 27 to 34 days, depending on the number of business days in the month.
- (b) **No Statement Provided.** We will not provide a monthly statement if: (a) there has been no activity in the applicable month and there is no balance for such month; or (b) there has been an Event of Default, and we have cancelled your Account and requested that you pay your outstanding balance in full.
- (c) **Balance.** Your balance is made up of all your purchases, interest and fees incurred up to the date your statement was prepared.
- (d) **Payment Due Date.** Your payment due date is shown in your statement each month. Your payment due date is a minimum of twenty five (25) days following the statement date shown on your monthly statement for the Account.
- (e) **You Must Report Errors.** You must notify us of any errors, monthly irregularities or omissions in statements within thirty (30) days of our delivery of such monthly statements to you. At the expiration of such thirty (30) day period, the statement will be deemed complete and accurate, except for any errors, irregularities and/or omissions of which you have notified in the thirty (30) day period and for charges processed late and later applied to the Account.
- (f) **Missing Statements Do Not Relieve You of Responsibility.** You must continue to make payments in accordance with this Agreement even if we are delayed or prevented from

providing your monthly statement to you for any reason. During such period, you must contact us to obtain the information required to meet your payment obligations, and to keep your Account compliance with terms of this Agreement.

- (g) **Bi-Weekly Statements.** You may request to receive bi-weekly statements for your Account. Receipt of bi-weekly statements does not affect your payment obligations as set out herein.

10 **Interest.**

- (a) **Interest rate.** The applicable interest rate is expressed as an annual percentage rate on your Disclosure Statement.
- (b) **Interest-Free Grace Period.** You have a minimum twenty-five (25) day Grace Period for new purchases and fees. Your new purchases for each month are those which appear for the first time in that month's statement. You can avoid paying interest on new purchases by paying the balance in full on or before the payment due date.
- (c) **How We Calculate Interest.** If you do not pay your balance in full on or before the current statement's payment due date, you must pay interest on each new purchase, or portion thereof, as applicable, appearing on that statement retroactively from the date of such statement until the date we process your payment in full for those purchases. Your next monthly statement will include such accrued interest. Interest is charged and calculated as follows:
 - (i) The **daily interest rate** is calculated by dividing the applicable annual interest rate by the number of days in the year.
 - (ii) The **average daily balance** is determined by adding together the balance (including accrued interest) on your Account each day during the applicable Statement Period, and dividing the total by the number of days in the Statement Period.
 - (iii) The amount of interest we charge you is determined by multiplying the average daily balance by the daily interest rate by the total number of days in the Statement Period.
- (d) **Interest Charges.** We will continue to charge interest on the unpaid portion of those new purchases until the next time you pay your balance in full on or before the payment due date. Interest related to your purchases could appear on the first statement you receive after we process that payment. This is interest that was not included in the balance you paid in full because it accrued between the date of the monthly statement which showed the new balance was prepared and the date you made your payment.
- (e) **Negligible Interest.** If the interest charge on a monthly statement is less than two dollars (\$2), we may clear such interest amount from your Account and in such event, you will not be obligated to pay such interest amount.
- (f) **Fees.** Fees are treated in the same manner as purchases for the purpose of charging interest. The transaction date for a fee is the date the fee is posted to your Account.
- (g) **Variation in Interest Rates.** You acknowledge that the interest rates applicable to the Account are subject to variation. We may vary all such interest rates from time to time by providing you with an updated Disclosure Statement not less than thirty (30) days before any such variation becomes effective.

- 11 **Promotional Offers.** You may from time to time be eligible for certain promotional offers with respect to interest rates or payment due dates. By participating in a promotional offer, you are subject to any additional terms set out in the promotional offer, and those terms also form part of this Agreement. When a promotional interest rate offer applies to a particular transaction, that transaction will be referred to as a “promotional item”. The promotional offer will no longer apply if: (i) the promotional offer term expires; (ii) you do not meet or no longer meet all of the specific terms outlined in the promotional offer; or (iii) when your Account is in default. When the promotional offer no longer applies, the terms of this document will apply to any outstanding unpaid promotional items.
- 12 **Payments. For each Statement Period, you must pay the entire amount shown on your statement by the payment due date shown on your statement.**
- (a) **Delivery and Application of Payments.** You may pay your Account balance at any time using a variety of payment methods as indicated on your monthly statement or as we may make available to you. You are responsible for selecting a payment method that ensures that your payment is received and applied to your Account by the payment due date. Disruptions or delays by the postal service do not relieve you of this responsibility. Payments sent to us by mail or made through another financial institution’s branch or online banking service may take several days to reach us and are not credited to your Account and do not adjust your available credit until we have processed them. Payments made at any UFA location or through our telephone or online services automatically adjust your available credit for the amount of the payment but may not show on your Account activity until one to three days following processing of your payment. To ensure that a payment is credited to your Account on the same business day you make it, you must make the payment prior to 6.00 p.m. MST at a UFA location or through our telephone or online service.
- (b) **How We Apply Payments to Your Account.**
- (i) **Balance Forward Accounts.** Upon receipt, we shall apply your payment first to interest charges owing by you, second to any fees, and third to any unpaid principal amounts owing by you, each in order of the due date of such indebtedness. In the event of any default under the Agreement, any such payments may first be applied by us towards the cost of collection, including legal fees for which you agree that you will be liable on a full solicitor and client basis. If you have paid more than your balance, we will apply any payment in excess of the balance to amounts that have not yet appeared on your monthly statement in the same manner.
- (ii) **Open Item Accounts.** You are responsible for directing such payments to be applied to specific purchases on your Account. If you fail to properly apply your payments to specific purchases, those purchases for which no payment has been applied will accrue interest as set out in this Agreement.
- (iii) **Excess Payments.** You understand and acknowledge that any amounts you pay in excess of your balance are not insured, and that we are not liable for any amounts of such deposits made by you. We may clear any excess payments made by you that are less than one dollar (\$1) (or, in the case of an open item account, five dollars (\$5) over multiple purchases) from your Account and in such event, such excess payments will not be refunded to you.
- (c) **Pre-Authorized Debit Agreement.** You may have your monthly Account balance automatically withdrawn from your designated bank account on the statement due date, by completing our current form of Pre-Authorized Debit Agreement.

- (d) **Acceptance of Payments.** We may accept late payments, partial payments and payments marked “paid in full” or with similar wording without losing any rights we have under law or under this Agreement to recover amounts owed to us on the Account.
- 13 **Refunds.** If a merchant issues a credit voucher or otherwise gives a refund to you, we will reduce your balance owing by the amount of the refund. However, if interest has been charged as a result of the transaction, we will not refund the interest.
- 14 **Dishonoured Payments.** If a payment is not processed because of a dishonoured cheque or insufficient funds, a fifty dollar (\$50.00) fee will be charged to your Account on the date the payment reversal is posted.
- 15 **Cardlock Cards.** The following terms and conditions are applicable to any Cardlock Cards that have been issued on your Account.
- (a) **Cardlock Cards.** Each Cardlock Card, including replacement cards, carry their own unique number. A Cardlock Card may only be used by you or the Authorized User for such Cardlock Card. You must appear at a UFA location with picture identification in order to activate your Cardlock Card(s).
- (b) **Card Link Online.** You may register on the UFA website for Card Link Online, which will enable you to manage your Cardlock Cards, including changing PINs, setting transaction limits on Cardlock Cards, updating contact information, and reporting stolen or missing Cardlock Cards. You may provide Authorized Users with viewing and other capabilities with respect to your Account on Card Link Online.
- (c) **PIN.** We assign an initial PIN for each Cardlock Card issued to you. You may change the PIN at a UFA location or through Card Link Online. You may also provide each of your Authorized Users with access to change the PIN on their Cardlock Cards on Card Link Online, or such Authorized Users may also change their PIN at a UFA location. You and each Authorized User must keep the PIN confidential and separate from the Cardlock Card at all times. Select a PIN which cannot be easily guessed. Do not use your name, date of birth, telephone numbers, address or social insurance number. We recommend that PINs be updated every 90 days in order to keep Cardlock Cards secure.
- (d) **Authorized Users.** You can add or remove Authorized Users by completing an Authorized User Request Form available at www.UFA.com, though we may limit the number of Authorized Users on the Account. Authorized Users have the same ability to charge transactions to your Account as you do, but they have no responsibility to us for any amounts owing for purchases, fees and interest on the Account. If an Authorized User is responsible to you for any of these amounts, you will need to make your own arrangements with that Authorized User for repayment. You may assign individual card limits (in the aggregate up to your current credit limit) to each Authorized User.
- (e) **Compliance With Fire Code.** When we send you a Cardlock Card(s), we will provide you with a safety information package containing information on the safe operating and emergency procedures in respect of the Pump Facilities under the Alberta Fire Code and other equivalent legislation in the provinces where Pump Facilities are located. You and each Authorized User must thoroughly review such training package prior to the activation of the Cardlock Card(s) and on an annual basis thereafter. You are responsible for ensuring that your Authorized Users review the safety information package as required by this Agreement, and for maintaining a training record for each Authorized User in accordance with the Alberta Fire Code (or other equivalent legislation in the provinces where Pump Facilities are located). You and your Authorized Users shall operate all Pump Facilities in accordance with the Alberta Fire Code (or equivalent legislation in the jurisdiction in which the Pump Facility is located) and any other applicable laws. You shall not enable or provide access to any other Person to dispense fuels at the Pump Facilities.

- (f) **Liability.** We shall not be liable for, and you agree to indemnify, defend and hold us harmless from and against any and all claims, suits, demands, awards, actions, proceedings, losses, costs, damages or expenses (on a solicitor-and-client basis) and environmental remediation costs suffered or incurred by us that arise out of, result from, are based upon or are in any way connected with you or your Authorized Users' use of the Cardlock Cards, Pump Facilities, and fuels dispensed from the Pump Facilities, including personal injury or death, property damage and environmental contamination, unless and to the extent such liabilities are caused by our own negligence or wilful misconduct. You shall indemnify, defend and hold us harmless from and against any and all claims, suits, demands, awards, actions, proceedings, losses, costs, damages or expenses (on a solicitor-and-client basis) that arise out of, result from, are based upon or are in any way connected with your failure to ensure that you and your Authorized Users review the safety information package referenced in Section 15(e) to maintain any training records as required hereunder.
- (g) **No Warranty.** We do not represent or warrant the adequacy, suitability, merchantability or fitness for a particular purpose of the Cardlock Card, Pump Facilities or fuel dispensed therefrom.
- (h) **Expiry.** Each Cardlock Card expires at the end of the month shown on the Cardlock Card and will be blocked from use once expired. You may not use your Cardlock Card once it has expired. Expired cards may not be reactivated. We will issue replacement Cardlock Cards for expiring Cardlock Cards sixty (60) days prior to expiry, and such replacement Cardlock Cards will be subject to the terms and conditions of this Agreement.
- (i) **UFA/CFN Cardlock Cards.** CFN does not act on our behalf. CFN is solely responsible to you for the services and benefits offered through CFN Pump Facilities, and for any services and benefits offered to you through their loyalty programs as well as the administration of such programs.
- (j) **Foreign Currency Conversions for UFA/CFN Cardlocks.** Transactions involving a foreign currency will be converted to Canadian Dollars at the exchange rate posted at our locations in effect on the date of the transaction, which exchange rate is provided by Thomson Reuters. The amount of any indebtedness and liabilities owing by you to us as a result thereof shall be recorded in Canadian Dollars and you hereby agree to such amount as converted into Canadian Dollars. If a merchant issues a credit voucher or otherwise gives a refund to you in foreign currency, the two transactions (the charge and the credit) will not exactly balance because of the exchange rate and currency fluctuations. If the amount of a refund or credit is less than the amount of the original transaction, you are responsible for the difference.
- (k) **Cancellation of Account.** We own all Cardlock Cards. We have the right to cancel any Cardlock Card issued on your Account at any time. You must return to us or destroy all Cardlock Cards issued on the Account if we ask you to do so. All Cardlock Cards will thereupon immediately cease to be valid and you will no longer be able to access the Pump Facilities using such Cardlock Cards.
- (l) **Lost or Stolen Cards.** You must inform us immediately about any actual or suspected Unauthorized Use of a Cardlock Card, or if a Cardlock Card has been lost or stolen. Lost or stolen Cardlock Cards may be reported to us directly or through Card Link Online. We assume that you have authorized all transactions on Cardlock Cards until we have received notice from you to the contrary. Unless otherwise provided by applicable laws, you shall be liable for the full amount of all transactions charged to your Account through your Cardlock Card prior to you notifying us of Unauthorized Use or suspected Unauthorized Use of your Cardlock Card.

- 16 **MyUFA Account.** You must register to access your Account online. This will allow you to monitor activity on your Account in a timely manner as well as make changes and updates to your Account. You may provide Authorized Purchasers with viewing and other capabilities with respect to your Account on MyUFA. Visit the customer portal on the UFA website for information on how to register.
- 17 **Settling Disputes.** If a dispute arises about a transaction which you authorized, you must settle it directly with the merchant or business concerned. You must continue to make payments to your Account while you are resolving the problem directly with the merchant.
- 18 **Default.**
- (a) **Events of Default.** You will be in default under this Agreement if any of the following occur (each an “**Event of Default**”):
- (i) you fail to comply with any terms of this Agreement;
 - (ii) you fail to make any payment when it is due;
 - (iii) you become bankrupt, insolvent or die;
 - (iv) your creditworthiness has changed adversely or does not satisfy our credit standards; or
 - (v) if you have entered into a security agreement with us, the security you have pledged thereunder reduces in value to a level that we, in our sole discretion, consider unacceptable.
- (b) **Our Rights and Remedies.** If you are in default under this Agreement, any or all of the following may apply:
- (i) any existing promotion offer will no longer apply and promotional items that were purchases will be treated like purchases in all respects;
 - (ii) we may terminate your Account without prior notice;
 - (iii) we may suspend your Account without prior written notice, and in our discretion re-active your Account with a different credit limit;
 - (iv) we may require you to immediately pay to us in full all charges to the Account;
 - (v) we may reduce your credit limit;
 - (vi) we may set-off amounts owing on your Account from any other account you have with us, or set-off against your annual patronage dividends or member equity; and/or
 - (vii) we may require you to pay all costs that we incur to collect or attempt to collect the payment from you.
- 19 **Cancellation.** You can cancel the Agreement by providing us with prior written notice. We, too, can cancel the Agreement by providing you with prior written notice. If either you or we cancel the Agreement, you remain liable to immediately pay to us in full all of the amounts charged to your Account. In no event shall you claim set-off against your debt or any other amounts you owe us. Upon cancellation of this Agreement or closure or suspension of your Account, you will no longer be able to receive credit from us.

- 20 **Damages.** We are not responsible for any damages related to your Account, including special, indirect or consequential damages, even if they were foreseeable; for example, if your Cardlock Card is not accepted at a Pump Facility or your Account cannot be used.
- 21 **Disclosure.** We are required to give you cost of borrowing disclosure documents (for example, your initial disclosure or your monthly statements). If there is more than one of you, we will only send a copy of these documents to the address(es) or e-mail address(es) that you have jointly designated on your credit application. You may contact us if you wish to change this information.
- 22 **Personal Information.** We may from time to time collect, use and share financial and other personal information about you. We may obtain this information from a variety of sources, including from you, other creditor grantors, credit agencies and other financial institutions, registries, the Canadian Wheat Board, the Canadian Grain Board, and governmental agencies. We use such information for the purposes of verifying your financial situation and ongoing creditworthiness; administering your Account; providing credit references to other potential creditors; determining your eligibility for products and services we offer; helping us better understand the current and future needs of our members; helping us better manage our business and your relationship with us; and as required or permitted by law. We may share this information with our employees, agents and service providers who are required to maintain the confidentiality of this information, and other financial institutions and credit agencies. Our collection, use and sharing of your personal information is conducted in accordance with UFA's Privacy Policy, the most current version of which can be obtained online at our website. When you provide us information about an Authorized User or Authorized Purchaser, you confirm that that individual consents to our collection, disclosure and use of their personal information.
- 23 **Communications.** With your consent, we may provide your monthly statement, this Agreement, and any other documentation relating to your Account to you electronically, including over the Internet or to an e-mail address you provide us for this purpose. Such electronic messages will be considered to being "in writing". We accept electronic communications for your convenience and they are still legally binding on you. To communicate with us by electronic means, you may be required to comply with security measures established by us for our mutual protection. If you have chosen to receive your statements and other related correspondence electronically, any documents sent to you electronically will be deemed, for legal purposes, to have been provided "in writing" and signed and delivered by us. Similarly, we may rely upon any instructions that we receive electronically, which we believe have been provided by you, such as electronic requests for changes to your credit limit. We reserve the right to provide you with documents by paper delivery if we are unable to provide electronic delivery, have reason to believe you may not have received the electronic document, or otherwise consider it appropriate.
- 24 **Miscellaneous.**
- (a) **Governing Law.** The Agreement is governed by the laws of the province in which the transactions on the Account occur, and the federal laws of Canada applicable therein without reference to conflicts of laws principles.
 - (b) **Limitation Period.** The limitations period for claims under any applicable laws shall be extended to ten (10) years, as applicable.
 - (c) **Assignment.** You acknowledge that we may transfer or assign to any Person any of our rights, interests and obligations under this Agreement at any time without prior notice or consent from you, and we may disclose information about you and your Account to the Person to which we make any such sale, assignment or transfer. You acknowledge that you cannot transfer or assign any of your rights, interests or obligations under this Agreement.
 - (d) **Severability.** Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or

unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

- (e) **Entire Agreement.** This Agreement shall constitute the entire agreement between you and us and may be stored by us in any commercially reasonable electronic format and any such electronically stored document shall have the same force and effect as the original signed copies.

25 **How to Contact Us. You may make inquiries about your Account by phoning the following toll-free number: 1-877-258-4500.**