

## **Tangerine Credit Card Cardholder Agreement**

### **Effective October 19, 2024**

#### **Introduction**

This Agreement is between you and Tangerine Bank in connection with your Tangerine Credit Card, including any renewal or replacement Card(s) issued to you.

When you or any Authorized User signs, activates or uses the Card or the Credit Card Account, it means that you and the Authorized User(s) have received and read this Agreement, its accompanying Disclosure Statement, and any other Agreements related to the Card, such as the Tangerine Money-Back Rewards Program Terms and Conditions and consent to our opening the Credit Card Account. Together, all of these documents form the Agreement between you and us. You agree to abide by all its Terms and Conditions. We may send amendments to or replacements of this Agreement from time to time, and these also form part of your ongoing Agreement with us. You agree that we may send the Agreement and any amendments or replacement to the Primary Cardholder. We recommend you keep copies of all of these with the original Agreement, and any amendments we may send to you, in a secure location. Up-to-date copies of all of these can also be found on our website at [tangerine.ca](https://www.tangerine.ca).

This Agreement replaces any previous Agreement we may have provided to you for the Credit Card Account.

#### **1. Definitions:** Here are definitions of some of the words used in this Agreement

- **“Agreement”** means this Cardholder Agreement, the Disclosure Statement, and any updates, amendments or replacements to these documents.
- **“Authorized User”** means a person to whom a Card has been issued at the authorization of the Primary Cardholder.
- **“Balance”** means the total amount of all Transactions, fees, interest and other amounts charged to the Account or otherwise payable under this Agreement, less any payments or other credits which have been posted to your Credit Card Account.
- **“Balance Transfer”** means a Transaction in which you use funds from your Tangerine Credit Card Account to pay the outstanding balance on another credit card, or other account belonging to you as determined by us (other than a credit card issued by Tangerine Bank), and thereby transfer that balance to the Credit Card Account.
- **“Card”** means the Credit Card we issue to you as well as any renewal or replacement Cards we may issue from time to time, whether in physical or electronic form, to enable you to access the Credit Card Account.
- **“Card PIN”** means your Personal Identification Number for use of the Card, as distinct from any password or PIN you may use to access other Tangerine products or services either online or by telephone. For purposes of this definition, “Card PIN” also includes any personal authentication information you create or adopt in relation to the Card or Credit Card Account

- **“Cardholder”** is the person to whom a Card has been issued, including an Authorized User.
  - **“Cash Advance”** means a Transaction where funds are advanced from the Credit Card Account to a Cardholder and includes:
    - a Cash Advance obtained at an Automated Banking Machine (ABM), over the phone, online or through a mobile device;
    - a Balance Transfer;
    - a Cash-Like Transaction; or
    - using telephone or online banking to pay bills or transfer funds from your Credit Card Account.
  - **“Cash-Like Transactions”** means Transactions involving the purchase of items that are directly convertible into cash. Cash-Like Transactions include casino gaming chips, money orders, wire transfers, travellers’ cheques and gaming transactions (including betting, off-track betting, race track wagers, and some lottery tickets).
  - **“Credit Card Account”** means any Tangerine Credit Card Account established in the name of the Primary Cardholder.
  - **“Credit Limit”** means the credit limit for your Credit Card Account shown on your monthly statement, as changed by us from time to time in accordance with this Agreement.
  - **“Disclosure Statement”** means the document disclosing Credit Card Account fees, interest rates and other items that we provide when your Credit Card Account is opened, and any that we send to you subsequently with a new or replacement Card. We may make changes to the Disclosure Statement from time to time, and we will tell you about them when we do.
  - **“Payment Due Date”** means the date shown on your monthly statement on which your Minimum Payment is due.
  - **“Primary Cardholder”** means the person who applied for the Card and whose name is on the Credit Card Account.
  - **“Purchase”** means an advance of money from us that equals the purchase price of goods or services from a merchant that is charged to your Credit Card Account.
  - **“Statement Date”** means the date of your monthly statement.
  - **“Transaction”** means any use of a Card or the Credit Card Account to purchase goods or services or make any other charges to the Credit Card Account including a Purchase, return, or a Cash Advance.
  - **“You”** and **“your”** means the Primary Cardholder and each Authorized User on the Credit Card Account, unless we indicate otherwise.
  - **“We”, “us”** and **“our”** means Tangerine Bank.
2. **Eligibility for the Card:** The Card and Credit Card Account are for personal use only. Businesses, corporations, partnerships, and other organizations are not eligible to apply for the Card.
  3. **Using Your Card:** You and each Authorized User must sign the back of the Card immediately upon receipt. You must also activate your Card before you can use it. Authorized Users will only be able to activate their Cards after you, as the Primary Cardholder, have activated your Card.

You may use your Card to pay for Purchases and obtain Cash Advances in accordance with the Terms and Conditions provided for in this Agreement. As the Primary Cardholder, you are responsible for all Transactions made on the Credit Card Account, including those made by any Authorized User(s).

We have the right to block the use of any Card, prevent use of the Credit Card Account, prevent the addition of Authorized Users, or decline or refuse any Transaction for any reason at any time, including transactions connected to mobile and/or online gambling, without telling you in advance, including blocking the use of the Card or the Credit Card Account in countries that are subject to government sanctions. You agree not to use the Credit Card or the Credit Card Account for any Transaction which may be subject to sanctions under the United Nations Act, Special Economic Measures Act and/or Export and Import Permits Act.

- 4. Mobile Wallets:** We may, at our sole discretion, allow you to use your Card on various third-party mobile wallet applications. If you choose to add your Card to a mobile wallet, you will be bound by Tangerine's Terms for that service, up-to-date copies of which can be found and are made available to you on our website at [tangerine.ca](http://tangerine.ca). In order to use a mobile wallet, you may also be required to agree to the terms, conditions and privacy policies of third parties, such as mobile wallet providers, your wireless carrier, and other third-party services or websites made available to you through a mobile wallet.
- 5. Using your Card for Illegal or Fraudulent Purposes:** You agree that you will not use the Card or Credit Card Account for any illegal or fraudulent purpose. You may not allow anyone whose name does not appear on the Card to transact using the Card. You also agree that you will not use or allow the use of the Credit Card Account for business or commercial purposes.
- 6. Limiting the number of Cards and Credit Card Accounts:** We have the right to limit the number of Cards issued on one Credit Card Account. We may limit the Primary Cardholder to only one Credit Card Account with us.
- 7. Authorized Users:** We may allow the Primary Cardholder to add up to five (5) Authorized Users on the Credit Card Account, each with a corresponding Card. Authorized Users may make Purchases and take Cash Advances with the Cards issued to them. We will not follow any instructions about the Credit Card Account provided to us by Authorized Users, except where they are reporting a lost or stolen Card or Card PIN. Authorized Users cannot make changes to the Credit Limit on the Credit Card Account, cannot execute Balance Transfers on the Credit Card Account, and are not responsible for paying the Balance owing on the Credit Card Account. The Primary Cardholder remains solely responsible to pay the entire Balance of the Credit Card Account, including any portion which was incurred by an Authorized User.
- 8. Repaying the Balance:** The Primary Cardholder is responsible for, and must repay to us, the entire Balance owing on the Credit Card Account, including any purchases or Cash Advances made by any Authorized User(s). While an Authorized User's Card number may differ from your Card number, all are part of the same Credit Card Account. If you'd like to seek reimbursement from any Authorized User for any portion of the Balance that has been paid or is owing on the Credit Card Account, it is your responsibility – not ours – to ensure that appropriate arrangements are in place with that Authorized User.

If you use or give a Card or Card number or Credit Card Account number to make a Purchase, to obtain a Cash Advance, to transfer funds to your Credit Card Account through a Balance Transfer, or if you otherwise authorize the Credit Card Account to be charged without presenting the Card, signing a sales draft or entering a Card PIN, you have consented to the Transaction just as if you had presented the Card and signed a sales draft or entered your Card PIN yourself. If you have, at any time, authorized a person to use the Credit Card Account, you will be liable for any use of the Credit Card Account by that

person even though you may have intended to limit that authorization to a particular use or time.

- 9. Credit Limits:** We determine your Credit Limit and show the initial Credit Limit in the initial Disclosure Statement. The Credit Limit is set at the Credit Card Account level, meaning that all Primary Cardholder and Authorized Users share in the same Credit Limit amount. The current Credit Limit is shown on the Primary Cardholder's monthly statement. Credit Limits may be increased on request, or we may offer to increase the Credit Limit from time to time, but we will not increase the Credit Limit without the Primary Cardholder's prior express consent. Authorized Users' Credit Limits may only be increased at the request of the Primary Cardholder. Credit Limits may also be reduced from time to time, without prior notice, and this will be shown on the monthly statement.

Your available credit, which is the amount of credit available to you at any given time, is the difference between the Credit Limit and the Balance that is outstanding on the Credit Card Account at that time. You must not incur a Balance owing on the Credit Card Account that is greater than your Credit Limit. However, we may choose to allow your outstanding Balance to exceed the Credit Limit, without notice to you, and you authorize us to do so. If we allow you to exceed the Credit Limit, you are responsible for and must pay the amount that exceeds the Credit Limit, and this will be added to your Minimum Payment. You will also remain liable for the entire Balance owing on the Credit Card Account whether or not it exceeds the Credit Limit.

- 10. Minimum Payment:** The monthly statement will show a Minimum Payment that we must receive from the Primary Cardholder that month on or before the Payment Due Date. The way we calculate your Minimum Payment is shown on your Disclosure Statement and is available here. For Balances that are less than the Minimum Payment, the Minimum Payment will equal the outstanding Balance.

- 11. Interest and Grace Period (on new Purchases):** We calculate interest on any amount owed from the Transaction date until that amount has been paid in full. However, we do not charge interest on new Purchases that appear on your Credit Card Account statement for the first time if we receive payment in full of your Balance (as shown on your Credit Card Account statement) by the Payment Due Date on that statement. This interest-free grace period does not apply to Cash Advances. We charge interest on Cash Advances as described in "Interest on Cash Advances, including Balance Transfers and Cash-Like Transactions", below.

You can avoid interest charges on new Purchases by ensuring that we always receive payment of the Balance in full every month by the Payment Due Date. You will lose your interest-free status if we do not receive payment of your Balance in full by the Payment Due Date. This means that we will charge you interest on the new Purchases that appeared on that statement, accruing from the original Transaction date until the date it is paid in full. These interest charges will appear on your next monthly statement. We do not charge interest on top of interest or fees.

If interest is charged, we calculate it daily using the annual interest rate(s) as shown on your monthly statement. We calculate interest on any amount owed each month by multiplying the outstanding average daily balance (excluding fees and interest) by the applicable daily interest rate or rates (note that the applicable daily rate is the annual interest rate in effect divided by the number of days in the year), and adding together those interest charges for each day in that month. The total is the amount of interest we charge you on your monthly statement.

Interest rates are subject to change. Any change to the applicable annual interest rate(s) will be indicated on your statement and prior notice of that change will be provided to you as described in "Changes to this Agreement".

- 12. Interest on Cash Advances including Balance Transfers and Cash-Like Transactions:** Interest is always charged on Cash Advances from and including the Transaction date of the Cash Advance until the Cash Advance is paid in full. When funds are transferred through a Balance Transfer, or a Cash-Like Transaction, we treat that Transaction as a Cash Advance. Note that we may set a Cash Advance limit on your Credit Card Account that is less than your Credit Limit. If we do not show a separate Cash Advance limit on the Disclosure Statement or monthly statement, it means the total Credit Limit is available for Cash Advances.
- 13. Balance Transfers:** We treat a Balance Transfer as a Cash Advance. The annual interest rate that applies to Cash Advances applies to Balance Transfers, although we may, from time to time, offer a promotional interest rate on a Balance Transfer. If the Primary Cardholder accepts a promotional offer on a Balance Transfer, this Agreement will continue to apply to that Balance Transfer, in addition to any additional Terms we set out in the promotional offer.
- 14. Foreign Currency Transactions and Fees:** We will bill you in Canadian currency for any amount incurred in a foreign currency on your Credit Card Account (including returns). We will convert foreign currency amounts into Canadian currency at the exchange rate set by Mastercard International Incorporated (“Mastercard”) in effect on the date we post the Transaction to your Credit Card Account. This exchange rate may be different from the rate in effect on the Transaction date. When the amount is posted to your Credit Card Account, in addition to the exchange rate, you will be charged a foreign currency conversion fee for each converted amount. The foreign currency conversion fee is disclosed in your Disclosure Statement and applies to both debit and credit transactions. Any amount incurred in a foreign currency on your Credit Card Account may be converted into another currency (such as U.S. Dollars) before it is converted to Canadian Dollars and posted to your Credit Card Account. Credits to the Credit Card Account involving a foreign currency will also be converted directly to Canadian Dollars, or first to U.S. Dollars and then to Canadian Dollars, depending on the foreign currency as described above. Whether or not foreign currency will be converted directly to Canadian Dollars before being posted in your Credit Card Account is determined by Mastercard and is subject to change. If the Card is used for a Transaction in a foreign currency, and the Transaction is subsequently cancelled or refunded, the credit to the Credit Card Account will not be exactly the same as the original Transaction because we do not reverse the foreign currency conversion fee and the exchange rate may be different on the date when the cancelled or refunded Transaction is posted to your Credit Card Account. Once the credit has been processed, you will be required to pay any remaining balance of the Transaction resulting from an exchange rate differential.
- The conversion rate shown on your Credit Card Statement includes Mastercard’s exchange rate and the foreign currency conversion fee we charge you. The conversion rate shown only displays the first nine decimal places (following the decimal point), even though we use the more detailed calculation explained above to convert to Canadian dollars.
- 15. Promotional Interest Rates on Balance Transfers:** On occasion, we may offer promotional interest rate(s) on Balance Transfers, Cash Advances, and/or new purchases. We will provide you with the specific Terms and Conditions that apply with the promotional offer. If you take advantage of the offer, it means that you agree to the terms of the promotional offer. Transactions made under a promotional offer are also subject to the terms of this Agreement.
- 16. Statements:** We will provide a monthly statement to the Primary Cardholder if there has been any activity on the Credit Card Account during the last month, or if there is any outstanding Balance. Statements may not be provided on the same date in each month and therefore the Payment Due Date

on your statement may not always be the same. Each statement normally covers between 28 and 33 days. We do not provide monthly statements if this Agreement or your Credit Card Account has been suspended or cancelled and we have demanded repayment of the outstanding Balance.

It is your responsibility to keep your address and contact information with us up-to-date. If your statement is returned to us because of an incorrect address, we will not send you any more statements to that address. In addition, we may suspend charging privileges for your Credit Card Account until you give us the correct address.

- 17. Past Statements:** Printed copies of past monthly statements can be ordered from us for a fee as long as such statements are available.
- 18. Making Payments:** You can make payments by telephone, by mail, through another financial institution, or online. Depending on the method used, payments may take several days to reach us. It is your responsibility to choose a method of payment that results in our receipt of your payment by the Payment Due Date. It may take several days before your available credit reflects the payment you made. We do not accept cash payments, and payment must be in Canadian funds. While you must ensure that at least your Minimum Payment is received by us on or before the Due Date every month, you can pay your Balance in full or make a partial payment to your Credit Card Account at any time without penalty.
  - i. After Hours Payments:** If we receive a payment after our normal business hours, that payment will be treated as having been received on the next business day.
  - ii. Where Payment Falls on a Saturday, Sunday or Holiday:** If your Payment Due Date falls on a Saturday, Sunday or statutory holiday in your province of residence, a payment we receive on the next business day will be treated as though we received it by the Payment Due Date.
- 19. Pre-Authorized Debit (PAD) Agreements:** A PAD is an automatic monthly Credit Card payment, set up by you, to be withdrawn from a designated bank account on the Payment Due Date for either the current statement's Minimum Payment or the full Balance. To setup a PAD using your Tangerine Chequing Account or your Tangerine Savings Account, log in at [tangerine.ca](http://tangerine.ca) and go to 'Transfer Money'. If you set up a PAD to make your Minimum Payment automatically every month, and you make a payment that is equal to or greater than that month's Minimum Payment before the PAD is withdrawn from your Account, the automatic PAD withdrawal will not be processed that month.
- 20. How We Apply Your Payments and Overpayments:** We will apply your payments to your Account first to your Minimum Payment, in this order:
  - i.** interest charged to your Credit Card Account;
  - ii.** fees charged to your Credit Card Account;
  - iii.** Transactions charged to your Credit Card Account, including any amount that exceeds your Credit Limit or any past due amounts;In any of the above categories, those amounts with the lowest rate(s) of interest will be paid first before those amounts with the higher rate(s) of interest.

If you pay more than your Minimum Payment, we will apply that excess amount to the remaining Balance on your statement as follows:

  - i.** first, all items that have the same interest rate(s) will be placed into the same category.
  - ii.** second, we apply the amount of the excess payment to the different interest rate categories in

proportion to the remaining Balance. For example, if the amount of your Purchases represents 70% of your remaining Balance and the amount of your Cash Advance category represents 30% of your remaining Balance, we will apply 70% of your payment towards the Purchase category and 30% of your payment towards your Cash Advance category.

You must not pay more than the total Balance owing on your Credit Card Account, including both posted and pending Transactions. If you do, Tangerine may reject the overpayment and your Account may not be considered to be in good standing. In any event, if you pay more than the total Balance owing on your statement and we do not reject the overpayment, the excess amount will be applied to Transactions that have not yet appeared on your statement, using the same proportionate payment allocation described above.

- 21. Making payments when statement delivery is disrupted:** During any delay or interruption in mail delivery, you agree to continue to make payments even if we are delayed in or prevented from sending your statement to you for any reason, including postal interruptions. You also agree to contact us or access your Credit Card Account online at least once a month to obtain the information required to meet your payment obligations under this Agreement, and to keep your Credit Card Account current and in good standing. To this end, you also agree that during periods of delay or interruption in mail delivery, we may send you your statement electronically to your online Inbox at [tangerine.ca](https://www.tangerine.ca), and we may consider it to have been delivered to you on the day it is available to you online.
- 22. Credits to the Credit Card Account:** If we owe you any amount on the Credit Card Account at any time, we will not pay you interest on that amount. A credit Balance in the Credit Card Account will not increase your available credit or Credit Limit. We are not liable if you are, at any time for any reason, unable to access your Credit Card Account. We may issue a credit Balance refund to the Primary Cardholder from time to time.
- 23. Issues with Merchants:** We are not responsible for any issues you may have with a merchant, including a merchant's refusal to accept your Card. You must first settle any disputes you may have directly with the merchant. You may then also contact us if you still have a dispute with that merchant. Any dispute that you have with a merchant does not affect your obligation to pay us the full Balance.
- We may credit your Credit Card Account in the event of a dispute that you have with a merchant. The credit will be applied pending investigation into the dispute and we may reverse the credit at any time. You agree to co-operate with us by signing any documents we may require in connection with any investigation. We have no obligation to credit the Credit Card Account, and if we do credit the Credit Card Account, it will not be considered a precedent for crediting the Credit Card Account in the future.
- 24. Merchant Refunds:** If a merchant provides a refund and we receive a credit voucher from the merchant, we will credit the Credit Card Account with the amount that has been refunded. However, if interest has been charged in the meantime as a result of the Transaction, we will not refund the interest charged.
- 25. Optional Products and Services:** We are not responsible for optional products or services, including insurance provided by other companies that we may make available to Cardholders. You may not refuse to pay us any amount charged to the Credit Card Account for such products, services or coverages. These products, services and coverages are subject to the terms set by the companies providing them, and any disputes must be settled directly with those companies.

**26. Card PIN:** Your Card PIN is equivalent to your signature. It indicates the Cardholder's acceptance of Transactions completed on the Card. Each Cardholder must keep their Card PIN in strict confidence and away from their Card at all times and you must safeguard your Card, Credit Card Account and Card PIN (including personal authentication information). If you fail to do this, or if you select a Card PIN which in our view can be easily discovered, or if you keep the Card and Card PIN in a way that would enable an unauthorized person to use them together, and if you and/or any Cardholder has demonstrated gross negligence (or, if you are a Quebec resident, gross fault) in fulfilling your obligations in safeguarding your Card, Credit Card Account and Card PIN (including personal authentication information), including those in this "Card PIN" section you will be liable for all Transactions, charges, and debt (including interest and other charges) arising from the unauthorized use.

**27. Pre-Authorized Bill Payments:** You are responsible for all pre-authorized bill payments charged to your Credit Card Account, including those charged to the Credit Card Account by any Authorized User and those charged to the Credit Card Account after the authorization ends or the Card or Credit Card Account has been cancelled.

You must provide us with a copy of the written notice you sent to the merchant to cancel the pre-authorized bill payments, if we request it. It is your responsibility to contact a merchant if you want to cancel any pre-authorized bill payments and then to check your statement to ensure it has been cancelled. You are responsible for providing a merchant with adequate, correct and up-to-date information for any pre-authorized bill payments to be charged to your Credit Card Account, including if your Card number or Card expiry date changes. However, if you have established pre-authorized bill payments with a merchant and your Card number or Card expiry date changes, you agree that we may, but we are not required to, provide that merchant with your new Card number and/or Card expiry date using the updating service provided to us through Mastercard. We are not liable if any pre-authorized bill payments cannot be posted to your Credit Card Account for any reason. You must settle any dispute or liability you may have for the Transactions relating to those pre-authorized bill payments directly with the merchant involved.

**28. How We Communicate with You:** You can elect to receive statements and other communications from us electronically or by mail.

If you elect to receive information by mail, statements and other communications will be sent by regular mail to the address we have on file for you.

If you choose to receive information electronically, statements will be posted to your online Tangerine Inbox, and a notification may be provided to you by email (depending on your chosen notification settings). If you provide us with your email address, we may also send other communications to you by email. Even if you elect to receive statements and notifications electronically, we have the option to send them to you by mail instead.

Communications sent to you by mail will be considered to have been received by you five (5) business days after we mail it, or at the time of sending in the case of an electronic method, or when delivered in the case of a communication provided by hand. For our mutual protection, we may record all telephone calls that relate to the Credit Card Account.

Each Authorized User acknowledges that the statement, any information on the statement and other communications will be provided to the Primary Cardholder without notice to any and all Authorized Users, and that this acts as sufficient communication to all Cardholders and Authorized Users.



**29. Loss, Theft or Unauthorized Use:** It is your responsibility to protect your Card, Card PIN and Credit Card Account against theft, loss or unauthorized use. You must tell us immediately by telephone, in writing or any other means we permit about any actual or suspected loss, theft, or unauthorized use of your Card, Account or Card PIN. You agree that we may consider all Transactions and other use as authorized by you until you tell us otherwise.

If you report any loss, theft or unauthorized use of a Card, Account or Card PIN, you are not responsible for that use if, after we have investigated the matter, we determine that:

- the Card, Account or Card PIN was used by a person other than you or any Cardholder and without any actual or implied consent or authorization;
- you or any Cardholder did not receive any benefit from the use;
- you and/or any Cardholder fulfilled all obligations under the Agreement including if you and/or any Cardholder have not demonstrated gross negligence (or, if you are a Quebec resident, gross fault) in safeguarding your Card, Credit Card Account and Card PIN (including personal authentication information) including those in the section “Card PIN” in this Agreement; and
- you cooperated fully with us in our investigation.

If you meet the above criteria, we will consider the use “unauthorized use” and you are not liable for any Transactions (including interest) that occurred as a result of that unauthorized use.

When you tell us that a Card or Card PIN was lost or stolen, we will block the Credit Card Account to prevent unauthorized use. As such, you will not be liable for any Transactions made on the Credit Card Account that occur after you tell us that a Card or Card PIN was lost or stolen because we will consider that unauthorized use.

Tangerine may, from time to time, offer you the option of pausing your Card and the Credit Card Account temporarily. In that event, while the Card or Credit Card Account remains paused temporarily, Tangerine reserves the right to cancel the Card at any time if it suspects fraud, loss, or theft. If you suspect your Card has been lost or stolen, you must not use the pause feature and instead notify us immediately of the loss, theft, or misuse of the Card as described above.

**30. Statement Errors:** You agree to promptly review your statement and notify us of any errors or irregularities. We investigate errors reported to us within thirty (30) days of the Statement Date. If we don't receive notice from you within thirty (30) days of the Statement Date, we will consider the statement, every item on the statement, and our records respecting the Credit Card Account and statement to be correct. However, if we discover that we incorrectly credited your Credit Card Account, we may reverse the credit at any time. You and your Authorized User(s) are required to cooperate fully with any investigation we conduct.

**31. Expiry Date:** You may not use the Card after its expiry date as shown on the Card. However, if any Transactions are charged to the Credit Card Account after the expiry date, you are still responsible for and must pay us those amounts.

**32. Our Limitation of Liability:** We will not be liable for any damages (including special, indirect, punitive, consequential damages or otherwise) resulting from:

- any failure, error, malfunction or inaccessibility of any Card, ABM, terminal or other machine or equipment; or,

- if for any reason your Card is not accepted or for any other reason you cannot use the Credit Card Account, even if we knew that damage was likely or the damage was a result of our negligence or the negligence of our employees, agents or representatives.

**33. Cancellation of Card(s):** You, as the Primary Cardholder, may instruct us to cancel any Card at any time. If you cancel your Card, then we will cancel access to the Credit Card Account and all other Cards issued on the Credit Card Account will automatically be cancelled. An Authorized User may also instruct us to cancel their own Card at any time. Cancelling a Card or Credit Card Account will not affect your obligation to pay all amounts owing on the Credit Card Account including Transactions charged to the Credit Card Account before cancellation (even if these amounts do not appear on your Credit Card Account until after cancellation). We may cancel any Card or withdraw or limit access to the Credit Card Account at any time without notice to you.

**34. Rewards Programs and Other Benefits:** This Agreement sets out the Terms and Conditions applicable to your Card(s) and Credit Card Account. We may also provide other benefits with the Card, such as a rewards program. We will provide you with the initial principal features and Terms and Conditions of any such program, typically in a separate Rewards Program Terms & Conditions booklet, which is provided to you with the Card or by such other means as we determine. The most current version of the Rewards Program Terms & Conditions is also available on our website; at [tangerine.ca](http://tangerine.ca). Rewards programs may be changed or cancelled by us at any time, without prior notice to you (unless notice is required by law).

**35. Changes to this Agreement:** You agree that we may make changes to this Agreement or the services that are available for your Card or Credit Card Account but we will give you notice in writing before we do so (or at any time as permitted by law).

We may change any of the following sections or elements of this Agreement with you: annual interest rate(s), annual fee, any other fees and/or charges for your Credit Card Account; and any other terms and conditions set out in your Disclosure Statement or in this Agreement including the payment network associated with the Card or Credit Card Account and any of these sections and all elements under the following headings in this Agreement:

- Definitions;
- Eligibility for the Card,
- Using your Card, Mobile Wallets,
- Using your Card for Illegal or Fraudulent Purposes;
- Limiting the number of Cards and Credit Card Accounts;
- Authorized Users;
- Repaying the Balance;
- Credit Limits;
- Minimum Payment;
- Interest and Grace Period (on new Purchases);
- Interest on Cash Advances including Balance Transfers and Cash-Like Transactions;
- Balance Transfers;
- Foreign Currency Transactions and Fees;

- Promotional Interest Rates on Balance Transfers;
- Statements;
- Past Statements;
- Making Payments;
- Pre-Authorized Debit (PAD) Agreements;
- How We Apply Your Payments and Overpayments;
- Making payments when statement delivery is disrupted;
- Credits to the Credit Card Account; Issues with Merchants;
- Merchant Refunds;
- Optional Products and Services;
- Card PIN;
- Pre-Authorized Bill Payments;
- How We Communicate with You; Loss,
- Theft or Unauthorized Use;
- Statement Errors;
- Expiry Date;
- Our Limitation of Liability;
- Cancellation of Card(s);
- Rewards Programs and Other Benefits;
- Transfer of Rights;
- Terminating this Agreement;
- You remain liability for the Balance;
- If you do not use your Credit Card Account;
- Ownership of the Card;
- Use of Information; and
- these general sections: Headings; Severability; Governing Law; Language

Before we make these changes we will provide the Primary Cardholder with a written notice at least 30 days in advance of any change setting out the change, the effective date the change comes into force and your right to refuse the change and to cancel this Agreement without cost, penalty or cancellation indemnity to you other than for a change to the annual interest rate(s) and any annual fee or any other change where your consent is not required by law.

You must notify us within 30 days of the effective date of the change if you do not agree with that change. If you notify us within that 30-day period that you do not agree with the change, we will cancel this Agreement and any outstanding Balance or any other amount you owe under this Agreement will immediately become due.

Subject to applicable law, we will consider you to have accepted any change if you do not notify us within 30 days of the effective date of any change that you do not agree with the change or if you keep

the Credit Card Account open, use the Credit Card Account or if there is any outstanding Balance or other amount owing on the Credit Card Account after the effective date of the change.

We may also change or terminate any benefits, services or coverages associated with any Card or the Credit Card Account, at any time, unless advance notice or notice in some other way is required by law. Except if we change this Agreement in writing, any waiver by us of any provision of this Agreement will not be considered a precedent for waiving that or any other provision of this Agreement.

For the purposes of this section, any “written” notice or notice “in writing” may be provided by us to the Primary Cardholder electronically if that Primary Cardholder has expressly consented to receive such notices electronically and if we agree to send those notices to the Primary Cardholder electronically.

**36. Transfer of Rights:** We may transfer, sell or otherwise assign all or a portion of our rights under this Agreement to a third party at any time. If we do so, we may disclose information about you and the Credit Card Account to the assignee or any potential assignee.

**37. Terminating this Agreement:** We have the right, at any time without telling you in advance (unless the law requires us to notify you) to:

- cancel, suspend, or limit your right to access the Credit Card Account
- cancel, suspend, or limit any Authorized User’s access to the Card and/or the Credit Card Account
- take away or limit any benefits or privileges related to your Credit Card Account
- demand you repay the entire Balance owing on the Credit Card Account immediately, together with interest on such Balance at the annual interest rate(s) payable on the Credit Card Account at that time; and/or,
- terminate this Agreement.

The Primary Cardholder may also terminate this Agreement by notifying us at any time. If you request termination, your Credit Card Account will automatically be cancelled, however the termination of the Agreement will not take effect until the full Balance has been paid and received by us.

This clause is required by the Québec Consumer Protection Act and is only applicable to residents of the province of Québec who have a personal Credit Card Account: (Clause of forfeiture of benefit of the term)

Before availing itself of this clause, the merchant must forward the consumer a notice in writing and unless the merchant is exempted in accordance with section 69 of the General Regulation, it must forward the consumer 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 the consumer 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 that Act and, where necessary, to communicate with the Office de la protection du consommateur.

**38. You remain liable for the Balance:** If your Credit Card Account is cancelled or this Agreement is terminated, for any reason, it will not affect your obligation to pay any and all amounts owing on the Credit Card Account, including all Transactions charged to the Credit Card Account before it is cancelled (even if these amounts do not appear on your Credit Card Account until after cancellation). We may, without notice to you, deduct money from any other account that you have with us, and use it to pay the amount that is owing to us. You must also pay all legal expenses we incur to collect or attempt to collect what is owing to us.

If this Agreement ends, you must destroy all Cards and all other available means of accessing your Credit Card Account, or return them to us upon request. In any event, we or our representatives may take possession of them.

**39. If you do not use your Credit Card Account:** If your Credit Card Account remains inactive (e.g. there is no outstanding Balance on your Credit Card Account and there have been no Transactions or charges on your Credit Card Account) for such period as we may determine from time to time, we may close your Credit Card Account and you may be required to reapply for a new Credit Card Account.

**40. Ownership of the Card:** The Card continues to remain our property. We may revoke your Card or any Authorized Users' Card at any time and require that you destroy or return the Card(s) to us.

**41. Use of Information:** The headings to each section of this Agreement are added for convenience and don't change the meaning of any provision of this Agreement.

We may exchange Credit Card Account-related information about you with other parties, such as participating partners, merchants, or third-party service providers, as required to administer the Card and/or the Credit Card Account. All collection, use or disclosure of personal information about you will be in accordance with the Tangerine Privacy Code (available at [tangerine.ca](https://www.tangerine.ca)).

**42. Headings:** The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

**43. Severability:** If it is found by a court that any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement remains valid and enforceable.

**44. Governing Law:** This Agreement is governed by and interpreted in accordance with the federal laws of Canada.

**45. Enforcing our Rights:** We may delay enforcing our rights under this Agreement and may accept late payments, partial payments and payments marked as "paid in full" or containing similar wording without losing any rights that we have under this Agreement or by law, including the right to recover in full all amounts that you owe us on the Credit Card Account.

**46. Language:** It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

**47. For Residents of the Province of Québec Only:** This clause is required by the Québec Consumer Protection Act and is only applicable to Québec residents with a personal Credit Card Account: (Open credit contract).

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 Québec, 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 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.
3. 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.
4. 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.

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.

**If You Have Concerns:** To learn more about Tangerine's complaint handling process and how we work hard to resolve these matters for all our clients, please visit <https://www.tangerine.ca/en/legal/complaints-process>

Tangerine is a registered trademark of The Bank of Nova Scotia, used under licence.

Forward Banking is a registered trademark of Tangerine Bank.

World Mastercard® and Mastercard are a registered trademark of Mastercard International Incorporated.