



## **AGREEMENT GOVERNING THE USE OF THE LAURENTIAN BANK VISA\* BUSINESS CREVIER CARD**

**Use of the Card constitutes acceptance on the part of the Account Holder and Authorized Users of the terms and conditions provided in this Agreement.**

The Account Holder and Authorized Users agree with the Bank as follows:

### **DEFINITIONS**

**“ACCOUNT”** refers to the Laurentian Bank Visa Business Crevier account opened in the name of the Account Holder and to which any Debt is charged.

**“ACCOUNT HOLDER”** refers to the business which submitted a Laurentian Bank Visa Business Crevier Credit Card Application in order to open an Account and issue one (1) or several Cards.

**“ACCOUNT STATEMENT”** refers to a consolidated account statement forwarded monthly to the Account Holder, detailing all transactions made by the Authorized User as well as any overdraft and balances due resulting from the use of the Cards or Visa Cheques for any of the Authorized Users.

**“AGREEMENT”** refers to the Agreement governing the use of the Laurentian Bank Visa Business Card, which may be modified from time to time by the Bank.

**“AUTHORIZED USER”** refers to an individual whose name appears on a Card or a Visa Cheque at the Account Holder’s request.

**“BANK”** refers to Laurentian Bank of Canada.

**“CARD”** refers to a Laurentian Bank Visa Business Crevier credit card issued at the Account Holder’s request in the name of the Authorized User for this Account, as well as any renewal or replacement cards.

**“CASH ADVANCE”** refers to any advance charged to the Account resulting from the use of the Card.

**“CREVIER”** refers to Pétroles Crevier Inc. and their retailers.

**“CREDIT LIMIT”** refers to the maximum Debt amount that can be charged to a Card.

**“DEBT”** refers to all amounts charged to the Account resulting from the use of the Card or Visa Cheques, including Purchases, Cash Advances, administration and other fees.

**“PURCHASE”** refers to any goods or services acquired with the Card and charged to the Account.

**“TOTAL CREDIT LIMIT”** refers to the total maximum Debt amount that may be charged to the Account for all Cards under this Agreement.

**“VISA CHEQUE”** refers to a Laurentian Bank Visa Business cheque drawn on the Account.

**1. GENERAL TERMS AND CONDITIONS.** This Agreement applies to the Account and to each Card. The Agreement replaces any previous agreements governing the use of the Card that the Bank concluded with the Account Holder for the Account and each Card. The headings in the Agreement have been added exclusively for reference purposes and are not part of the text itself.

**2. USE OF THE CARD AND VISA CHEQUES.** The Authorized User may use the Card for Purchases or obtain Cash Advances as well as any other purpose that the Bank may authorize. The use of each Card is governed by this Agreement. The Authorized User may not use the Card after the expiry date embossed

thereon or after the termination of this Agreement. As well, the Authorized User may not use the Card for purposes that are illegal, unacceptable or illicit or for Purchases or Cash Advances under \$5.

**3. OWNERSHIP OF THE CARD.** The Card remains the property of the Bank and no person other than the Authorized User may use it. The Bank may revoke without prior notice the right to use the Card and the privileges related thereto at any time. The Authorized User must return it upon request to the Bank.

**4. CREDIT LIMIT.** The Credit Limit granted to the Authorized User is the amount that was specified when the Card was issued, or the amount appearing thereafter on the most recent Account Statement. The Account Holder and Authorized User must ensure that the total Debt does not exceed the Credit Limit or Total Credit Limit established periodically by the Bank.

**5. RESPONSIBILITY FOR DEBT.** Subject to Articles 15 (Lost or stolen Card) and 24 (Termination), the Account Holder is responsible for the entire Debt and applicable interest charged to the Account in any manner whatsoever. If the Authorized User signs an invoice or voucher for a Cash Advance or discloses the Card number to make a Purchase or to obtain a Cash Advance without presenting the Card (as in the case of a mail, telephone or Internet order), these transactions will be as legally binding as if the Authorized User had used its Card or signed the invoice or voucher. The Account Holder authorizes the Bank to apply any funds it has on deposit with the Bank or any of its subsidiaries against any Debt or applicable interest that has not been paid in accordance with the terms and conditions of this Agreement.

**6. PAYMENT.** The Account Holder must pay the Debt and applicable interest no later than on the due date indicated on the Account Statement, being at least 28 days after the mailing of the statement. Payment may be made in the following manner:

- a) in full; or
- b) by making a partial payment in the amount indicated on the Account Statement (minimum payment), which will be \$10 or 3% of the Account balance, whichever is greater; or
- c) by making a payment exceeding the amount mentioned in b).

The Account Holder must immediately pay a portion of the Debt exceeding the Credit Limit. Credit from a Merchant cannot be considered as a payment. In the event of a delay or interruption in sending one or more Account Statements, for whatever reason, the Account Holder shall be responsible for contacting the Bank at least once a month during the delay or interruption period in order to gather the information required to comply with the terms and conditions of this article. A payment is considered made when it is received by the Bank. The Account Holder shall therefore take any administrative delays associated with means of payment (for example, by mail, through another financial institution) into consideration when making a payment under this Agreement.

**7. DEFAULT CHARGES.** If the Debt and applicable interest are not reimbursed or if a payment has not been made by the provided due date, the following fees may apply:

- a) accrued interest and fees on the outstanding balance, such interest and fees to be calculated based on the annual interest rate in effect;
- b) legal fees incurred by the Bank or in its name with regard to proceedings initiated in order to collect or attempt to collect the Debt; and
- c) fees incurred to process a Visa Cheque or other payment instrument used to make a payment but that was dishonoured.

Notwithstanding any other provision in this Agreement, the full amount of the Debt and applicable interest will become immediately due and payable, without prior notice or demand from the Bank, if one of the events below should occur:

- a) Account Holder dies;
- b) Account Holder is insolvent, declares bankruptcy or avails itself of any bankruptcy or insolvency law;
- c) Account Holder fails to meet any one of its obligations under this Agreement;
- d) creditors of the Account Holder initiate legal or administrative governmental proceedings against the Account Holder in order to seize its assets;

- e) Account Holder ceases its operations, conducts business and/or issues an official notice expressing its intention to cease operations or if the Account Holder organizes or agrees to organize the sale of its assets without complying with the laws in effect, or if the Account Holder commits an act of bankruptcy;
- f) Account Holder makes a false statement regarding an essential element at the time the statement is made;
- g) Account Holder is dissolved or liquidated or if procedures have been initiated to that effect;
- h) securities given to the Bank or the suretyship ceases to be in effect; or
- i) in case an unfavourable change occurs in the Account Holder's financial situation.

Furthermore and notwithstanding any other provision under this Agreement, the Bank reserves the right to reduce the Total Credit Limit and the Credit Limit of each Card and/ or apply any funds on deposit with the Bank or any of its subsidiaries against any Debt or applicable interest, according to article 5 (Responsibility for Debt), without prior notice or demand from the Bank.

**8. INTEREST.** No interest is charged on Purchases appearing on the Account Holder's Account Statement for the first time if there is no outstanding balance from a previous Account Statement and if the Account is paid in full by the due date indicated on the Account Statement. Only Cash Advances or Visa Cheques charged to the Account will bear interest from the day the Cash Advance is granted or Visa Cheque is cashed until the date the interest-bearing balance is repaid in full. If there is an outstanding balance from a previous Account Statement or, if there is a new balance which has not been paid in full by the due date indicated on the Account Statement, interest will be charged on the interest-bearing balance in the following manner:

- a) on the amount of any Purchase, from the day it is charged to the Account (date of entry on the Account Statement) until the date the interest-bearing balance is repaid in full; and
- b) on the amount of any Cash Advance or Visa Cheque charged to the Account, from the day the Cash Advance is granted or Visa Cheque is cashed until the date the interest-bearing balance is repaid in full.

**9. INTEREST CALCULATION.** Interest is charged at the annual rate indicated on the Account Statement, based on the following calculation method: the daily interest rate, multiplied by the average daily interest-bearing balance, multiplied by the number of days in the monthly billing period from 28 to 31 days. The daily interest rate is first calculated by dividing the annual interest rate indicated on the Account Statement by the number of days in the year. The average daily interest-bearing balance is then calculated by adding all the daily interest-bearing balances at the end of each day in a billing period and by dividing this total by the number of days in that period. No interest is charged on the interest or administration fees. The annual interest rate is indicated on the Account Statement as a percentage.

**10. APPLICATION OF PAYMENT.** Payments are applied to the Account in the following order: (1) interest charges; (2) annual or monthly fees; (3) administration fees or other fees (cash advances fees or non sufficient funds fees, for example); (4) insurance fees, *Assur-payment*<sup>™</sup> for example; (5) billed cash advances or Visa cheques; (6) billed purchases; (7) unbilled cash advances or Visa cheques and (8) unbilled purchases. Purchases and cash advances subject to a higher interest rate will be paid before those subject to a lower interest rate.

**11. ADMINISTRATION AND OTHER FEES.** Administration and other fees indicated hereafter apply to each Card under the Account and the Bank may charge these fees to the Account when they become payable, that is, when the service is rendered (or, in the case of optional services to which the Account Holder may subscribe to when the membership begins or at the anniversary date of the service):

- a) **MEMBERSHIP FEE** - The \$72 annual fee is payable on a monthly basis at the rate of \$6 per month. This fee is charged on the first day of your billing cycle. However, half the fee (\$3) will be automatically reimbursed for all cards linked to the Account when making at least one gas Purchase at a Pétroles Crevier Inc. retailer during the billing cycle. Cash Advances, Visa Cheques, fees, balance transfers, transactions conducted at automated banking machines, Cash Advances via Internet and all credits on the Account do not qualify as Purchases. In addition, fees may apply to optional services to which the Account Holder may have subscribed. These fees are not refundable.
- b) **SERVICE FEES** - The following fees will be charged to the Account on the transaction date:
  - » Cash Advance made in Canada: \$3.50
  - » Cash Advance in foreign countries: \$5.00

- » Visa cheque processing or balance transfer fee:
  - › 1% of the transaction amount if the transfer or Visa cheque is processed by the latest before 3:00 p.m. on April 14, 2016.
  - › 2% of the transaction amount if the transfer or Visa cheque is processed after 3:00 p.m. on April 14, 2016.
- » Fees for each cheque or other instrument used to pay the Debt and applicable interest and dishonoured by the financial institution on which they are drawn: \$40
- » Fees for a copy of an Account Statement more than 30 days after the issue of the Account Statement: \$5 per statement.
- » Fees for a copy of an invoice appearing on an Account Statement more than 30 days after the issue of the Account Statement: \$5 per invoice.

**12. REFUSAL BY A MERCHANT.** The Bank shall not be held liable in the event that the Card is not accepted, if a Visa Cheque is not honoured, or if the Authorized User cannot otherwise use its Card. The Authorized User must settle any transaction-related claim or dispute directly with the Merchant. The Bank must credit the Account as soon as it receives a credit note from the Merchant. If the Bank has not received a credit note when preparing the Account Statement, the Account Holder must pay the balance appearing on the Account Statement in accordance with this Agreement. The Account Holder may, however, contact the Bank to discuss a dispute regarding an entry in its Account Statement. In consideration of the Bank crediting the Account with regard to any and all Disputed Claims, and acknowledging that the Bank has no legal obligation to do so, the Account Holder sells, assigns and transfers to the Bank (and its successors and assigns) all its rights, and subrogates to the Bank (and its successors and assigns) all its rights to any and all Disputed Claims with respect to the Account.

For the purposes of this article, "Disputed Claim" refers to any and all right, claim, demand or other interest (including any cause of action acquired or which may be acquired) that the Account Holder has or may have, now or in the future, to be reimbursed for or otherwise recover all or part of the amount of any Purchase by or from any person, entity, board, agency, fund or other source (the "Merchant") resulting from any disputed transaction, when the Bank credits the Account for any amount related to the disputed transaction.

A "Disputed Claim" does not include all claims the Account Holder and/or Authorized User may have against a Merchant other than those that relate strictly to a disputed transaction, and excludes, without limitation, any negligence claim (whether resulting from personal or property damage, and whether based on strict product liability, negligence, negligent misrepresentation or omission), contract claims (whether based on breach of express or implied warranty), claims for breach of any federal, provincial, municipal or foreign legislation (including consumer protection laws), and claims for penalties, punitive damages, exemplary damages or any claims for damages in excess of the amount of the disputed transaction. The Account Holder and/or Authorized User agree to fully co-operate with the Bank, its successors and assigns, in pursuance of any claim or suit in connection with any Disputed Claim, and to execute forthwith any document required by the Bank, its successors and assigns, in connection therewith. Without limiting the generality of the foregoing assignment, the Account Holder agrees that any monies recoverable from the Merchant or any third party on account of any Disputed Claim, as described above, shall belong solely to the Bank (or its successors or assigns), and shall be payable to the Bank (or its successors or assigns) directly. If, for some reason, these monies are paid directly to the Account Holder or otherwise credited to the Account, the Account Holder will immediately endorse or otherwise deliver these monies to the Bank or its successors or assigns, as directed.

**13. PERSONAL IDENTIFICATION NUMBER ("PIN") OR OTHER SECURITY CODE.** The Account Holder is responsible for safeguarding their Card, PIN and any other security code related to the Card, including passwords, access codes and Account numbers used or required to carry out transactions online or elsewhere. The Account Holder must keep the number confidential and in a separate place from the Card. The Account Holder must also ensure that the PIN is never written on the Card or on an easily accessible document (e.g., on a document kept in a wallet or handbag). The Account Holder agrees not to use as a PIN any series of numbers that can be easily deciphered, and especially not to use a PIN made up of all or part of his name, address, phone number, birth date or social insurance number.

**14. AUTOMATED BANKING MACHINES.** The Authorized User may use the Card at automated banking machines and terminals designated by the Bank to withdraw amounts not exceeding \$500 per day. Cash Advances withdrawn at an automated banking machine may not exceed the unused portion of the Credit Limit and shall be repaid in accordance with the provisions of this agreement. The Account Holder will comply with the Bank's instructions and guidelines regarding the use of the Card and automated banking machines. Notwithstanding article 5 (Responsibility for Debt) and article 16 (Account Holder's liability), the use of automated banking machines or of the Card is solely at the risk of the Account Holder, and the Bank is in no way responsible for accidents, assaults, thefts, losses, damages or inconveniences that the Account Holder may suffer from the use of an automated banking machine or from a malfunction thereof, whether or not the machine is located on Bank property. The Bank's statements and records pertaining to any automated banking machine transactions shall be proof of the executed transactions.

**15. LOST OR STOLEN CARD.** The Account Holder or Authorized User agrees to notify the Bank immediately in the event that the Card is lost or stolen by following the instructions indicated on each Account Statement. Until the Bank has been so notified, the Account Holder is responsible for any Debt, unauthorized withdrawal or transfer performed using the PIN or Card.

**16. ACCOUNT HOLDER'S LIABILITY.** Visa's zero Liability policy protects the Account Holder and Authorized User from fraud due to the unauthorized use of their Card, Visa Cheques or Account number provided that they take reasonable steps to protect their Card and Visa Cheques from loss or theft and that they protect their PIN and other security codes as outlined in this Agreement or in accordance with the safety instructions we issued by the Bank from time to time. Consequently, if the Account Holder or Authorized User does not take these reasonable measures or fails to notify the Bank of the loss or theft of his Card or Visa Cheques, they will be held fully responsible for all incurred costs. The Account Holder is not responsible for losses due to technical defects, Bank errors or system operation problems. The Account Holder agrees to cooperate with the Bank in any investigation at any time. The Account Holder will be protected by the Bank under the same terms and conditions when he uses his Card at an automated banking machine.

**17. OPTIONAL SERVICES.** These services are subject to their own conditions. The Bank does not assume any responsibility for services that are provided by a third party.

**18. CANCELLATION OF OPTIONAL SERVICES (INCLUDING INSURANCE).** The Account Holder may cancel any optional service within thirty (30) days following receipt of this Agreement by contacting the Bank or the service provider. The Bank or service provider will cancel the service and reimburse the Account Holder the amount equal to the percentage of fees applicable to the optional service, whereby such fees, on the date of cancellation, have already been paid or added to the Debt without the service ever being provided.

**19. FOREIGN CURRENCY.** If the Authorized User conducts foreign currency transactions, transactions shall be converted into Canadian dollars at the exchange rate in effect at the time of the transaction is processed, plus the conversion fee for converting foreign currency transactions, at the rate stated in this Agreement.

**20. ACCOUNT STATEMENT AND VERIFICATION.** An Account Statement will be sent monthly to the Account Holder, unless no entries or balance appears on the Account. If the Account Holder does not notify the Bank in writing of any error or omission on the Account Statement within thirty (30) days of the Account Statement date, the Bank may deem the Account Statement complete and accurate, except for any amount incorrectly credited to the Account. A microfiche, microfilm, electronic reproduction, or other copy of an invoice, Cash Advance or Purchase statement, Visa Cheque or other transaction-related document shall constitute sufficient proof of the Account Holder's liability.

**21. SURPLUS ACCOUNT BALANCE.** Notwithstanding anything to the contrary, the Bank reserves the right to return to the Account Holder, in part or in whole, any amount received in excess of the Account balance, using a method of payment of the Bank's choice, without prior notice to the Account Holder or additional authorization from the Account Holder.

**22. PRE-AUTHORIZED PAYMENTS.** Some merchants are subscribed to a service (Visa Account Updater) that automatically transfers pre-authorized payments from the old Card to the new issued Card. When the Card(s) expire, are lost or stolen, and new Cards are issued, relevant new Card's data may be transferred to participating merchants. This service is to avoid interruption of a service or membership previously agreed upon between the Account Holder and the merchant. Please note that not all merchants are subscribed to the Visa Account Updater. It is the Account Holders' responsibility to contact merchants with whom it has established preauthorized payments and ensure they have the relevant information for preauthorized payments. For more details, please contact your merchants.

**23. MODIFICATIONS.** The Bank may modify from time to time administration and other fees, the terms and conditions of this Agreement, including interest rates, the minimum monthly payment, the Credit Limit and Total Credit Limit following prior notice of at least thirty (30) days, which the Bank will send to the Account Holder at the address appearing on its Visa Account. Use of one of the Cards or the maintenance of a balance after the effective date of the modifications stipulated on the notice will be interpreted as the Account Holder's acceptance of the amendments.

**24. TERMINATION.** The Account Holder may terminate this Agreement with a prior written notice. Subject to articles 3 (Ownership of the Card) and 7 (Default Charge) of this Agreement, the Bank may terminate this Agreement at any time by sending the Account Holder a written notice. If this Agreement is terminated for any reason whatsoever, the Account Holder shall continue to be liable for the Debt and applicable interest. The Account Holder and Authorized User shall return the Cards at the Bank's request.

**25. TRANSFER OF RIGHTS.** The Bank may transfer, sell or assign its rights, in whole or in part, with respect to this Agreement. In such a case, the Bank may disclose personal information on the Account Holder, its authorized representatives, shareholders, officers, directors, partners, general partners, members, surety and each of the Authorized Users as well as on the Account to the assignee of the Bank's rights. The assignee may be required by applicable laws to retain such personal information for a period of time.

**26. CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION.** The Bank collects, uses and discloses the Account Holder's personal information in accordance with its privacy practices. These practices are further detailed in the Privacy Statement of the Bank, available online at <https://www.banquelaurentienne.ca/en/security.html>, and in the brochure called "Questions of Privacy" that was sent with the card. Here are the key elements of these documents:

- a) **Personal Information:** In order to establish a relationship with the Account Holder, and for the purposes described below, the Bank collects personal information that identifies the Account Holder ("Personal Information"). The Personal Information collected by the Bank depends on the type of products or services used by the Account Holder and the Account Holder's personal situation, and can include, as the case may be:
- a. identification information, such as the Account Holder's name, date of birth, gender, personal identification numbers, marital status, addresses, e-mail addresses, telephone numbers and signature;
  - b. financial information, such as the Account Holder's income, credit history and transactions occurring through the Bank or other financial institutions;
  - c. employment information, such as the name of the Account Holder's employer and the employment history of the Account Holder.

Personal Information is mainly obtained from the Account Holder when he or she provides this information in writing or orally, or when using products or services (which generates a transaction history, for example). Personal Information can also be collected from other sources, as described below.

**b) Collection of Account Holder's Personal Information:** The Bank collects the Personal Information of the Account Holder to establish a relationship with the individual and make use of this Personal Information in the context of its activities. The purposes for which the Account Holder's Personal Information is collected, used and disclosed include:

- a. verify the identity of the Account Holder;
- b. give the Account Holder access to a product or service or allow the Account Holder to buy or subscribe to such a product or service;
- c. allow the Bank to deliver, manage and improve the products and services it provides the Account Holder and contact the Account Holder about them;
- d. give the Account Holder access to online services;
- e. understand the Account Holder's financial situation and needs, particularly to offer adequate financial and investment advice;
- f. determine the Account Holder's eligibility for products and services;
- g. carry on business with the Account Holder;
- h. protect the Account Holder, the Bank and its clients from errors, omissions or fraud;
- i. contact the Account Holder about products and services the Account Holder might find interesting from the Bank, its affiliates and other partners;
- j. support risk and operational management at the Bank (including compliance with legal and regulatory requirements and communications with regulatory authorities);
- k. perform analysis, particularly to understand the clients of the Bank and develop or customize products and services.

**c) Third Parties:** For the purposes outlined above, the Bank is authorized to collect the Account Holder's Personal Information from third parties or disclose the Account Holder's Personal Information to third parties in the following cases:

- a. Until full payment of any amount as may be owing to the Bank, the Account Holder authorizes the Bank to obtain and disclose information regarding his or her solvency or financial situation from and to legally authorized persons and, when applicable, any credit bureau, any personal information agent, any person referred to in credit reports obtained, any financial institution, fiscal authority, creditor, employer, public organization, any mortgage/hypothecary insurer or any other person providing references, and authorize such persons to disclose the information requested. By granting this authorization, the Account Holder authorizes the Bank to receive the Account Holder's credit reports from the credit reporting agencies and to use those reports within the limits prescribed by the law, for the purposes of any credit request or overdraft protection, renewal, refinancing, or management related to an existing credit product. In order to allow the Bank to assess credit risks on an ongoing basis, the Account Holder also authorizes the Bank to request non-impact credit reports at any time it deems appropriate, and until full payment of any amount as may be owing to the Bank;
- b. The Account Holder authorizes the Bank to disclose his or her Personal Information to any insurer of an insurance product to which the Account Holder adheres or subscribes as an accessory to his or her Visa card or any other product offered by the Bank, in order to administer the Account Holder's insurance coverage;
- c. The Account Holder authorizes the Bank to disclose his or her Personal Information to competent authorities in cases of fraud, inquiry or breach of any agreement or any statutory violation;
- d. The Account Holder authorizes the Bank to disclose his or her Personal Information to other financial institutions when inter-bank communication is required to prevent or control fraud, during inquiries for breach of agreement or statutory violation;

- e. The Account Holder authorizes the Bank to transfer his or her Personal Information to Bank employees, affiliates, agents, representatives and service providers acting on its behalf, who are bound to maintain the confidentiality of this information. The Bank's service providers provide services such as transactional, insurance, technology, document and material preparation, mailing/electronic mailings, courier, client management and service, document storage, record keeping, and cash logistics services;
  - f. The Account Holder authorizes the Bank to collect or disclose his or her Personal Information to third parties when authorized or required by law or with his or her consent;
  - g. The Account Holder authorize the Bank to disclose his Personal Information to the merchants for the purposes of protection against fraud and in the context of the Visa account update service;
  - h. The Account Holder authorizes the Bank to disclose his or her Personal Information to Visa Canada and its representatives when the Bank is informed that the Account Holder won a prize pursuant to a Visa Canada promotion for which participation is automatic;
  - i. The Account Holder authorizes the Bank to disclose his or her information to Pétroles Crevier Inc. or his or her Crevier retailer for the purposes of managing the cashback program and commission program;
  - j. With a view to benefiting from high-quality service and obtaining information about the financial products and services offered by the Bank, its affiliates (such as B2B Bank and LBC Financial Services Inc.) and its partners, the Account Holder authorizes the Bank to use and disclose his or her Personal Information to its affiliates and partners, for the purposes of the Bank, its affiliates and partners (i) providing the Account Holder with promotional communications about products and services, including tailored communications such as pre-approved credit products, and (ii) sending the Account Holder such marketing communications through various channels, including mail, telephone and electronic messages (e.g. e-mail, text message, social media messaging, etc.). **The Account Holder may revoke this authorization at any time by signalling this intention in writing or contacting the Telebanking Centre at 514 252-1846 (Montreal area) or 1 800 252-1846 (toll-free), between 8 am and 8 pm (Eastern time), seven days a week.** The Bank will not refuse to provide the products and services described in this agreement, if the Account Holder is entitled to them, even if the Account Holder revoked this authorization.
- d) Assignment:** The Account Holder acknowledges that the Bank may, at all time, without notifying the Account Holder, transfer his or her products and services to any person. The assignee may be required by law to retain the Account Holder's Personal Information for a period of time.
- e) Social Insurance Number:** The Account Holder authorizes the Bank to provide his or her social insurance number to the tax authorities, when required by law, in particular for reporting of income or the determination of residency status for income tax purposes. The Bank may also use the Account Holder's social insurance number for identification or data consolidation purposes. The Account Holder may refuse usage for these purposes without the Bank refusing to provide him or her with the products and services described herein if the Account Holder is entitled to them.
- f) Personal Information Outside Canada:** If services are provided by the Bank or its service providers from a country other than Canada, or if data containing the Account Holder's Personal Information are moved and found in a country other than Canada, the Account Holder understands that the Bank or its service providers may be required to disclose the Account Holder's Personal



Information to authorities of the foreign jurisdiction pursuant to the applicable laws of that jurisdiction.

- g) Personal Information Update:** When Personal Information is updated by the Account Holder with regards to a specific product or service, such updated Personal Information shall be considered the most current information, and the Bank is authorized and may update its records accordingly for any other financial products and services of the Account Holder.
- h) Right to Access Personal Information:** The Bank allows the Account Holder to access the information to which the Account Holder is entitled by law and the Account Holder understands that he or she may direct an information access request to the Bank's Client Requests team, at 514 284-3987 (Montreal area) or 1 877 803-3731 (toll-free). Fees may apply.
- i) Information About Another Individual:** The Account Holder confirms that before providing the Bank with Personal Information on behalf of another individual (for example, as the case may require, authorized owners, partners, general partners, special partners, members, settlors, beneficiaries, trustees, shareholders, directors, as well as authorized signatories, officers, representatives and users), the Account Holder has obtained the prior consent of that individual or the Account Holder is otherwise legally authorized to provide such information. At the Bank's request, the Account Holder will provide the Personal Information after he or she received, when applicable, the consent of any person acting on behalf of the commercial client, for the purposes identified in section b). The Personal Information obtained by the Bank will be used and disclosed in accordance with the Bank's privacy practices.

**27. ACKNOWLEDGEMENT OF RECEIPT.** The Account Holder acknowledges receipt of the "Achieving Customer Satisfaction" flyer sent by the Bank along with its Visa Card.

**28. ACCEPTANCE OF TERMS AND CONDITIONS.** Use of the Card constitutes acceptance on the part of the Account Holder and Authorized Users of the terms and conditions provided in this Agreement.

**29. INTERPRETATIVE CLAUSE.** Whenever the context so requires, the singular number shall be interpreted as plural, the masculine gender as feminine or neutral and vice-versa.

For additional information concerning Laurentian Bank Visa Business Crevier credit Cards, including any information regarding the credit rate, when the interest begins to accrue or the grace period as well as non-interest charges and annual fees, please dial 514-252-1846 (Montreal and surrounding areas) or toll free at 1-800-252-1846 or visit [www.laurentianbank.ca](http://www.laurentianbank.ca).

\*Visa Int./Licensed User.

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