APPLIED LMS MASTERCARD® PREPAID CARDHOLDER AGREEMENT

This Cardholder Agreement (the "Agreement") applies to your *Applied LMS Mastercard® Prepaid card issued by Zūm Rails Inc. ("Zūm Rails")*. By activating or using your Card or allowing anyone else to use your Card, you are agreeing to the terms and conditions in this Agreement.

Definitions

In this Agreement, the words:

- **ATM:** means an automated teller machine;
- **Card:** means a digital, virtual or physical Applied LMS Mastercard® Prepaid card issued by Zūm Rails Inc., and any additional or replacement cards which may be issued from time to time under this Agreement;
- **Cardholder:** means the primary user of the Card;
- **Card Maximum Balance:** means the maximum balance the prepaid card can hold;
- **Card Account:** means the Zūm Rails account that is opened for and in the name of the Cardholder that is linked to your Card;
- **Card PIN:** Personal Identification Number (PIN) which is provided by Zūm Rails or selected by a Cardholder, and which authenticates a Cardholder when the Card is used at merchant terminals, ATMs or other devices that require a PIN;
- **Funds Available:** the amount of funds that have been successfully loaded on the Card, up to the Card Maximum Balance, less the total amount of: (i) all purchases (including any amounts relating to pending or pre-authorized transactions); (ii) any holds placed on funds that have been loaded; (iii) any cash withdrawals; (iv) any fees and other amounts that may be charged to a Card under the Agreement;
- **Loading:** means the Card is the process of adding funds or increasing the balance of funds that may be accessed on the Card;
- **POS Transaction:** a transaction where you access any Funds Available to purchase goods and services wherever the Card is accepted by a merchant or business;
- **Transaction:** any transaction that is associated with the Card including but not limited to, any POS Transaction, as well as obtaining cash at any applicable ATM;
- **Wallet:** means a mobile wallet application or any other electronic payment system into which your Card may be enrolled or added by you;

You and **Your** means a Zūm Rails user, including a Cardholder:

- "Zūm Rails", "we", "us" or "our" means Zūm Rails Inc.
- "Applied LMS" means Applied LMS.
- "Applied LMS Mastercard® Prepaid Cardholder Portal" means the Applied LMS web and/or mobile application ("app")

1. SUMMARY OF CARD DETAILS

<u>Use of Card:</u> You can use your Card anywhere that Mastercard is accepted to make purchases or ATM withdrawals. When you use your Card, your Card balance will decrease. You must ensure that there is a sufficient balance on the Card to cover the full amount of transactions made with the Card.

<u>Card Information, Expiry and Balance:</u> For up-to-date Card terms and conditions or to check your balance, contact Applied LMS customer service or web portal. Your right to use the funds in your Card will not expire but your plastic card may. After the card expiry date, simply contact Applied LMS customer service or web portal for instructions on how to receive a replacement Card.

Fees and Limits: Certain Fees and limits will apply to the use of your Card – see the Fees and Limits section on the Applied LMS Mastercard® Prepaid Cardholder Agreement. By applying for and using your Card, you agree that you have been advised of the Fees and you agree to pay all Fees charged under this Agreement. The Fees are subject to change. You will be notified in advance of these changes so please keep your contact information associated with your Card up to date.

<u>Card Restrictions:</u> Cardholders must be of the age of majority in the province or territory where they reside and are restricted to one Card per person. You may not use your Card to commit or facilitate any illegal or prohibited activity. We may suspend or deactivate your Card and/or decline a transaction at any time if we suspect illegal activity or fraud. You do not have the right to stop the payment of any transaction you conduct with the Card. It is possible that your Card

may not work at unattended terminals (such as parking or pay at the fuel pump stations). Use of your Card in certain countries may be restricted by applicable law and the terms of Card use as determined by Zūm Rails.

Card PIN: You must take all reasonable steps to protect your Card and PIN against loss, theft or unauthorized use. You should not maintain a written record of, or disclose the PIN to a third party, including family members and friends. Avoid PIN combinations that may be easily guessed by others.

Lost or Stolen Cards: If you lose your Card and/or PIN or you become aware that your PIN may have become known to someone else, or if you have reason to believe that someone has made an unauthorized transaction with your Card, or may attempt to use your Card without your permission, you must IMMEDIATELY lock your Card through Applied LMS customer service or web portal. If you do not notify customer service IMMEDIATELY then all transactions carried out on your Card before you notify customer service will be considered to have been made by you.

2. CARD USE

The Card is a prepaid card, which means the Card must be loaded or preloaded with funds prior to use of the Card. Your card is not a credit card. We will only honour transactions up to the limit of the amount of Funds Available. You must always make sure you have sufficient Funds Available to cover the transaction. The card may not be loaded in excess of the Card Maximum Balance.

Using Your Applied LMS Mastercard® Prepaid card: Subject to the Card limits and other terms of this *Applied LMS Mastercard® Prepaid Cardholder Agreement*, you can use your Card anywhere that Mastercard is accepted to make purchases or ATM withdrawals. When you use the Card, the amount of the purchase or withdrawal, plus any applicable fees and taxes, will be deducted from your *Applied LMS Mastercard® Prepaid card* balance. Your Card may not be used for any illegal or prohibited activity. If you authorize another person to use the Card you agree, to the extent permitted by law, that you will be liable for all transactions arising from that person's use of the Card.

You must ensure that there is a sufficient balance on your Card to cover the full amount of each transaction made with the Card including applicable fees and taxes – and including any direct debits that you have set up – or else your transaction may be declined. If the balance on your Card is not sufficient to cover a full point of sale transaction amount, you may ask the merchant if they will accept a partial transaction in order to cover the difference with another form of payment (e.g. cash, cheque, credit or debit). If you fail to inform the merchant that you would like to complete a partial transaction prior to using your Card, your Card may be declined. Merchants do not have to and may not agree to accept partial transactions. For some transactions, we or the merchant (for example, gas stations, restaurants, hotels or car rental companies) may pre-authorize up to 20% (or more) above the purchase amount to ensure there are sufficient funds available on your Card to cover any tips or incidental expenses. In such cases, your transaction will be declined if your balance will not cover the transaction amount plus the additional amount. A pre-authorization places a 'hold' on an amount of your available Card funds until we release it, which in some cases we will not do until the merchant sends us the final payment amount of your purchase. The hold is typically removed between 5-15 business days for most transactions. During the hold period, you will not have access to the pre-authorized amount.

Loading and Allocating Funds on Your Card: Your *Applied LMS Mastercard® Prepaid card* offers you access to your Card balance. For full details on how to add and transfer funds to your Card please contact Applied LMS customer service or visit the web portal. The time before funds become available may vary between load methods, but generally funds loaded to your Card will be available immediately after the load is confirmed by us. Funds loaded onto your *Applied LMS Mastercard® Prepaid card* is not a deposit, and they do not establish a separate individual deposit account. You will not receive interest on your Card balance.

Foreign Currencies Transactions: If you make a purchase using your Card in a currency other than in Canadian dollars, the amount deducted from the available funds on your Card will be converted by Mastercard into Canadian dollars. The applicable exchange rate will be determined by Mastercard from the range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Mastercard itself receives. The exchange rate used for the conversion on the processing date may be different than the rate that was in effect on the date you performed the transaction and may include a margin, which is the difference between the exchange rate Mastercard is able to obtain for the foreign currency and the actual foreign exchange rate Mastercard uses for the conversion into Canadian dollars and may be an indirect cost to you. The *Applied LMS Mastercard® Prepaid card* may carry additional Foreign Exchange Transaction Fees on top of what Mastercard uses for currency conversion stated in the "Card Fees and Limits" section . If a foreign currency transaction is refunded to your Card, the exchange rate determined by Mastercard will be used to convert your refund to Canadian dollars and the rate in effect on the day that the refund is processed may differ from the rate in effect on the transaction date or posting date. This means that the amount that is credited to your Card for a refund of a foreign currency transaction will, in most cases, be different than the amount that was originally charged to your Card for that transaction.

Protection Against Loss, Theft, or Unauthorized Use: If your Card is lost or stolen, you must lock by contacting Applied LMS customer service or action on the web portal immediately. If you lose the Card, someone might be able to use the balance on the Card. It can be used without a PIN to make purchases. If the Mastercard Zero Liability Policy applies, we will refund all transactions for which you are covered under the Mastercard Zero Liability Policy. A replacement Card with any remaining balance (less any applicable fees as stated in the "Card Fees and Limits" section) will be issued to you after you report the Card lost or stolen and consent to a card re-issue. With the Mastercard Zero Liability Policy, you will not be liable for any unauthorized use of the Card on any transactions processed by Mastercard if you meet the policy conditions. The Mastercard Zero Liability Policy will not generally apply to commercial cards or to transactions that are not processed by Mastercard, and you must establish to our satisfaction that you are not responsible for the disputed transaction. Verification of a Zero Liability claim can take up to 120 calendar days once all the paperwork has been received and confirmed by us, and may require a police investigation.

Ownership of the *Applied LMS Mastercard® Prepaid card*: The Card is issued, owned by and will remain the property of Zūm Rails Inc. This Agreement is between you and Zūm Rails. Applied LMS is a distributor of the *Applied LMS Mastercard® Prepaid card*. We may refuse to issue a Card to you or allow you to use your Card to make a purchase at any time and for any reason. We will mail the physical Card to the address you provide. All Cardholders must be the age of majority in the Canadian province or territory where they live. You must return or destroy the Card upon our request. You will be solely and completely responsible for the possession, use and control of the Card. Applied LMS may also offer and provide services to Cardholders and those services are subject to separate terms and conditions, if any, between you and Applied LMS. Zūm Rails DOES NOT PROVIDE THOSE Applied LMS SERVICES AND IS NOT RESPONSIBLE FOR THEM, OR ANY LOSS, HARM OR DAMAGE OF ANY KIND YOU MAY SUFFER AS A RESULT OF USING Applied LMS SERVICES.

Who Holds the Balance in your Card: The *Applied LMS Mastercard® Prepaid card* product is offered and administered by Zūm Rails Inc., a money services business registered with FINTRAC. The Balance in your Card is held by a financial institution under the Zūm Rails Inc. name. Zūm Rails does not hold the Balance in your Card. The Card enables you to access the Fund Available as long as you act in accordance with this Agreement.

3. COLLECTING AND USING YOUR PERSONAL INFORMATION

Personal Information Consent: By applying for or using a Card, you consent to the collection, use, disclosure and retention of your personal information, including your full legal name, date of birth, address, social insurance number, email address and phone number, by us and our service providers for purposes relating to your application for a Card and your use of a Card (if issued to you) and as otherwise described below. If you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Card. You may withdraw your consent at any time by cancelling your Card and all related services from us by contacting Applied LMS customer service at 438-802-1314 or email at AppliedCreditSupport@zumrails.com.

What We Collect: We and Applied LMS acting as our service provider, will collect information about you (e.g. your name, address, telephone number, email address, and date of birth) when you apply for a Card and, if a Card is issued to you, we, Applied LMS and Applied LMS providers of services related to your card, including Zūm Rails processor, will collect information about you and your use of the Card and related services, including information about your Card transactions (e.g. the date, amount and place of each transaction) (all collectively "Cardholder Information"). We and Applied LMS will collect your Cardholder Information directly from you and from other sources, including third party providers of identity verification, demographic and fraud prevention services, publicly available sources (such as internet sites) government agencies, and registries.

How We Use, Retain and Disclose Your Personal Information: We will disclose your Cardholder Information to our providers of services related to your Card, including Zūm Rails' processor, to assist us with providing services to you and to provide related services to us. We and our providers of services related to your Card, including Zūm Rails' processor, will use, disclose and retain your Cardholder Information to process your application for a Card (including to verify your identity) and, if a Card is issued to you, to provide you with services relating to your Card (including to administer your Card and to process your Card transactions), to protect our systems and services from fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law. We and our providers of services related to your Card, including Zūm Rails' processor, may use and store your Cardholder Information at facilities in various countries (including Canada and the United States of America). As such, your Cardholder Information may be subject to foreign laws (which might be different from the laws of the jurisdiction in which you are located) and may be accessible to foreign courts, governments, law enforcement and regulatory agencies and security authorities without notice. We will use and rely on your Cardholder Information to issue and administer your Card and provide related services. We and our providers of services related to your Card, including Zūm Rails' processor, will rely on you to ensure that your Cardholder Information is accurate, complete and up to date. You will promptly inform customer service at 438-802-1314 or email at AppliedCreditSupport@zumrails.com or appliedlms.com/prepaid-card-support of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information.

Safeguarding Your Personal Information: We protect personal information in our possession or control from loss, theft, alteration and misuse. The safeguards employed by us to protect your personal information depend on the sensitivity, amount, distribution, format and storage of the personal information. Although technologies can make it easier for fraud to occur, we employ around the clock monitoring systems and controls to detect and prevent fraudulent activity. We also build fraud prevention measures into our due diligence processes and regularly update our fraud detection/prevention methods. While we take precautions to protect your personal information from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission of your personal data is at your own risk and we expect that you will use appropriate measures to protect your personal information as well.

Communication with the Cardholder: We and our providers of services related to your Card, including Zūm Rails' processor, may use your Cardholder Information (including your phone number and your email address) to contact you, including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialing systems) and instant messaging, regarding your Card and related matters, regardless of whether you incur any long distance or usage charges as a result. We and our providers of services related to your Card, including Zūm Rails' processor, may monitor and record our communications and correspondence with you (including emails, online chats and telephone calls) for quality assurance, staff training and legal compliance purposes.

Use by Zūm Rails or other parties: If you consent to Zūm Rails or another third party collecting and using your personal information for their own purposes (not as our service provider), including to provide you products and services or to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by Zūm Rails or third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by Zūm Rails or third party.

4. OTHER LEGAL REQUIREMENTS

Disputes: If you believe a transaction on your Card is incorrect, you must notify us of your dispute within sixty (60) days of the transaction date. Following your notification, you will need to complete and email a dispute form to the customer service team or if applicable, through the Applied LMS Mastercard® Prepaid card Cardholder Portal within sixty (60) days of the transaction date. You can obtain a dispute form by calling customer service at 438-802-1314 or email at AppliedCreditSupport@zumrails.com or appliedlms.com/prepaid-card-support. Please note that this form must be received within sixty (60) days of the date of the disputed transaction, or you will have been deemed to have accepted such transaction. If you identify an error in any transaction record, you must address such error with the applicable merchant or ATM operator. If there is any dispute regarding purchases you make using the Card, you agree to settle such disputes with the merchant from whom the purchase was made. Please ask the merchant for any return policy that may apply to purchases made with the Card. We are not responsible for any problems you may have with any goods or services that you purchase with your Card, whether regarding quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance in your Cash Account in place of cash.

Cancellation: You may cancel this Agreement at any time by contacting Applied LMS customer service. We may cancel this Agreement at any time, with or without cause. Upon cancellation by you or us, you must immediately stop using your Applied LMS Mastercard® Prepaid card and destroy the Card. Once the Card is cancelled, you will not be able to access your Balance with the Card and may only access your Balance through the Applied LMS Mastercard® Prepaid Cardholder Portal. Despite any termination of this Agreement, you must fulfil your obligations under this Agreement.

5. CARD FEES AND LIMITS

Fees: The following Fees will apply to the use of your Card.

Fee Type	**Fee Description**
Inactivity fee*	$2.00
Foreign conversion fees**	Purchases in foreign currencies[1] other than CAD: Mastercard wholesale exchange rate plus 2.5%
ATM withdrawal within Canada***	$1.00
ATM withdrawal outside of Canada***	$1.00

*Cards that have been dormant for 90 days with no financial transaction will be charged a fee and each month thereafter if the card remains inactive until the card balance is cleared.

**This is our fee. You may be charged a fee by any retailers or financial institutions involved in your transaction. This includes any purchases made at a POS terminal or online, including Apple Pay, Samsung Pay, Google Pay, and tap.

***Additional fees for ATM withdrawals may be charged by the ATM operator, over which we have no control.

[1] We will convert Transactions or credits for returns in a foreign currency to Canadian dollars at the rate of exchange charged to Zūm Rails plus the foreign conversion fee. Currency conversion may not happen on the day of the Transaction. For credit Transactions made in respect of a prior related purchase, the converted amount credited to your balance may be less than the converted amount that was originally debited due to exchange rate fluctuations.

Card Limits: Your Card is subject to the following limits^.

Limit Type	**Limit Description**
Load transactions	Daily: $1000
Point of Sale (POS), includes online transactions:	Daily: $1000 Daily: 10 transactions
ATM Withdrawal	One-time: $200 Daily: $200 Weekly: $400 Maximum of 2 withdrawals a day

^These limits are determined based upon Zūm Rails's risk management and compliance policies and may change from time to time. We use a 30-day rolling window to enforce these limits. This information is representative and reflects the limits at the time of publication of this Agreement. Current limits and a full copy of this Agreement are always available at cdn.zumrails.com/d/applied-lms-card-agreement-en.pdf. You should regularly check these limits to ensure you have current information and monitor your Applied LMS Mastercard® Prepaid Cardholder Portal for notifications and changes.

General Terms and Conditions

1. Transaction Detail: All Card transactions will be reflected in the Applied LMS Mastercard® Prepaid Cardholder Portal. If you notice an item in error and wish to dispute it, please refer to section 4 above for instruction.

2. Communications and Notifications: Applied LMS may communicate with you by way of regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialing systems), instant messaging, regarding your Card and related matters, regardless of whether you incur any long distance or usage charges as a result. We and our providers of services related to your Card, including Zūm Rails processor, may monitor and record our communications and correspondence with you (including emails, online chats and telephone calls) for quality assurance, staff training and legal compliance purposes.

3. Amendments: We reserve the right, in our sole discretion, to modify, alter or otherwise update these terms and conditions at any time, including the eligibility criteria or any of the other terms and conditions. Applied LMS will give you advance notice of any changes where required by law and this Agreement will always reflect the most current terms and conditions. Changes will take effect on the date specified in any notice, or else on the date that an updated Agreement is posted on the Zūm Rails website. You are responsible for informing Applied LMS of any change in your mailing or email address, by contacting Applied LMS customer service for such notifications or updates to this Agreement. If you use your Applied LMS Mastercard® Prepaid card after we have made a change to this Agreement and Applied LMS has given any required notice, you will be considered to have agreed to the change.

4. Termination and Suspension: You may terminate this Agreement by contacting Applied LMS customer service. We may terminate all or part of this Agreement at any time. If this Agreement is terminated by you or by us, you must immediately follow the Card cancellation procedures set out above. We may also suspend or limit usage on your Card if we believe you are acting outside of the intended usage.

5. Limitation of Liability: This section is not applicable to Quebec consumers. To the fullest extent permitted by applicable laws, Zūm Rails Inc. and its service providers, including Applied LMS, will not under any circumstances be liable to you or any other person in any way in contract, tort (including negligence), civil liability or otherwise for any loss or damages (whether direct, indirect, special, economic, incidental, consequential, punitive or exemplary, including without limitation loss of revenue, data, anticipated profits or lost business) in respect of your access to, or lack of access to any Zūm Rails Inc. product or service, or in respect of our provision of Applied LMS products or services or our suspension or termination of a product or service. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

6. No Warranty of Availability or Uninterrupted Use: From time to time, the Applied LMS Mastercard® Prepaid card may be inoperative, and when this happens, you may be unable to use your Applied LMS Mastercard® Prepaid card, including making purchases, obtaining information about the balance on your Card or requesting an advance. Please notify Applied LMS customer service if you have any problems using your Applied LMS Mastercard® Prepaid card. You agree that we are not responsible for any interruption of service.

7. Governing Law: Unless you are a Quebec consumer, this Agreement is governed by the laws of Ontario and the federal laws of Canada applicable therein, excluding any conflict of laws which would lead to the application of any other laws. You hereby irrevocably submit and attorn to the courts of the province of Ontario for any disputes or matters arising from, connected with, or relating to this Agreement.

For Quebec consumers only:

- The parties attorn to the jurisdiction of the courts of the province of Quebec and these terms and conditions of use shall be governed by and interpreted in accordance with the laws of the province of Quebec and the federal laws of Canada applicable therein.
- These terms and conditions of use and all related documents have been drafted in the English language at the express request of the parties. Le présent document ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties

8. Complaint: If you have a question or complaint regarding the Card, call customer service at 438-802-1314 or email AppliedCreditSupport@zumrails.com or appliedlms.com/prepaid-card-support. You may also contact us by writing to Zūm Rails Inc., 486 Saint-Catherine Street West, Montreal, Quebec, H3B 1A6, ATTN: Zūm Rails Compliance. You may also communicate the complaint or inquiry to: Financial Consumer Agency of Canada, 427 Laurier Avenue West, 6th Floor, Ottawa, ON, K1R 1B9, Tel: 1-866-461-3222.

9. No Waiver: No consent or waiver by either party to, or of any breach or default by, the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to, or a waiver of, a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing.

10. Severability: If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible. Notwithstanding the foregoing, if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire dispute be heard by a judge, sitting without a jury, under applicable court rules and procedures.

11. Assignment: You may not assign any of your rights or obligations under this Agreement. We may sell, assign, or transfer all or any of our rights and obligations under this Agreement at any time to a third party.

12. Entire Agreement: This Agreement constitutes the final and complete agreement between you and us relating to your Card and supersedes and may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral credit agreement between you and us relating to your Card.

13. Miscellaneous: The Card is issued by Zūm Rails Inc. pursuant to license by Mastercard International Incorporated. Mastercard® is a registered trademark of Mastercard International Incorporated. All other trademarks and service marks belong to their respective owners.

14. If you have a problem with the card: You agree that we will not be liable to you for any loss, damages or expenses whatsoever due to:

a. any of your instructions not being sufficiently clear;
b. any failure by you to provide correct information;
c. any failure due to events outside our reasonable control, including the failure, error, malfunction or technical problems related to systems or equipment;
d. any system failure or industrial dispute;
e. any ATM refusing to, or being unable to, accept the Card;
f. any problem you have with a merchant, including a merchant's refusal to accept our Card or to provide a good or a product;
g. any problem, failure, or any other matter relating to any Third Party Services;
h. the lack of suitability or quality of any goods or services purchased from retailers through the use of the Card; i. an ATM's failure to dispense cash;
i. our taking of any action required by any government under federal or provincial law or court order; k. anything

specifically excluded or limited elsewhere in this Agreement; or

j. any breach or violation of this Agreement by you.

Except in Quebec, we will not be liable for any claims whatsoever, including claims for personal injury, death, damage to property or economic loss, howsoever caused, arising from the use of the Card, negligence on our part, breach of contract or any other tort or cause of action at common law, in equity or by statute.

You agree that our aggregate liability to you in respect of all causes of action arising under this Agreement or in connection with a Card shall be limited to the Card fees incurred in the previous twelve (12) month period.

Except for any Cardholder residing and domiciled in the province of Quebec, with respect to any action or claim related, directly or indirectly, to a complaint or inquiry, you agree that joinder or consolidation of any action with the action or actions of any other persons is not permitted and you will not request and will oppose any such joinder or consolidation. Furthermore, you agree not to commence or participate in any class action either as a representative plaintiff or as a member of a plaintiff if the class action involves directly or indirectly any complaint or inquiry arising out of or related to this Agreement.

Information sent over the Internet may not be completely secure and the Internet and related online systems may not function at all times. Accordingly, we are not responsible for any loss or damages that you may incur if a third party obtains access to your confidential information transmitted over the Internet or if you are temporarily unable to access your information pertaining to the Funds Available.