

ARRIVE MASTERCARD® CARDHOLDER AGREEMENT

Effective 10/06/2026

TABLE OF CONTENTS

Introduction	2
Your Agreement with us	2
Consent to Electronic Delivery	2
Authorized Users	3
How your Credit Card Works	3
Secured Account	3
Credit Check	4
Credit Limit	4
Credit Limit Alerts	4
Interest	4
How we calculate interest	5
Fees and Charges	5
Foreign Currency Transactions	5
Pre-Authorized Payments	5
Repaying the amounts you owe	6
Payment Allocation	6
Monthly Statements	6
Making a Payment	7
Failing to Make Minimum Payments	7
Default and Use of Security Deposit	8
Errors or Disputes	8
Restricting or Closing your Account	9
Changes to your Information	9
Preventing Loss, Fraud and Misuse	9
Lost or Stolen Cards and Unauthorized Use of your Account	10
Card Expiry Date	10
Changes to this Agreement	10
Assignment	11
Governing Law	11
No Waiver	11
No Warranty	11
Limitation of Liability	11
Severability	11
Québec residents only	11
How to Contact Us	12
Definitions	
13	

Arrive Mastercard® Application Disclosure Statement

Arrive Mastercard® Summary of Terms, Rates, and Fees	
Credit Limit	Your allowed credit limit is between \$250 to \$5,000. This limit will be presented prior to your acceptance of the Card. Your actual Credit Limit is assigned at the end of your application when it's approved.
Annual Interest Rate or Rates	These interest rates are in effect the day your account is used or activated. For non-Quebec residents: Purchases: 29.99% Cash advances: 34.99% For Quebec residents: Purchases: 21.99% Cash advances: 21.99%
Interest-free Grace Period	21 days You will benefit from an interest-free grace period of at least 21 days if you pay off your balance in full by the Minimum Payment Due Date. There is no interest-free period on Cash Advances and Cash-Like Transactions. When interest is charged on a new Purchase, it is charged from its Transaction date. We begin charging interest for Cash Advances on the day they are taken.
Minimum Payment	For non-Quebec residents, your Minimum Payment will be the greater of 3% of your outstanding balance of the current statement or \$10.00, plus any interest, fees, and past due amount from the previous statement. If the statement balance is less than \$10.00, the lesser amount is the Minimum Payment. For Quebec residents, your Minimum Payment is 5% or \$10.00. Your Minimum Payment will be the greater of 5% of the statement balance or \$10.00, plus any interest, fees, and past due amount from the previous statement. If the statement balance is less than \$10.00, the lesser amount is the Minimum Payment.

Foreign Currency Conversion	For non-Quebec residents, 2.50% and \$2.50 is applicable: You will be charged in Canadian currency if you use your account to make transactions in foreign currency. We will convert it directly to Canadian dollars at the exchange rate in effect at the time the transaction is posted to your account. When the transaction is posted to your account, in addition to the exchange rate, you will be charged a foreign currency conversion of 2.50% and \$2.50 for each foreign currency transaction. For Quebec residents, 2.50% is applicable: You will be charged in Canadian currency if you use your account to make transactions in foreign currency. We will convert it directly to Canadian dollars at the exchange rate in effect at the time the transaction is posted to your account. When the transaction is posted to your account, in addition to the exchange rate, you will be charged a foreign currency conversion of 2.50% for each foreign currency transaction.
Annual Fees	No annual fee.
Other Fees	To be charged on the day the transaction occurs (unless otherwise indicated): First card issuance fee: \$25.00 is charged for the first time the card is issued. This fee is not applicable to Quebec residents. Overlimit fee: \$25 is charged if your Balance goes over your credit limit. You will be charged this overlimit fee on the day your Balance goes over your credit limit and, also if, on the first day of each following statement period your Balance remains over your credit limit. You will only be charged this fee once per statement period. This fee is not applicable to Quebec residents. Minimum Payment Penalty Fee: \$35.00 is charged if you did not make the Minimum Payment by the Minimum Payment Due Date. You will only be charged this fee once per statement period. This fee is not applicable to Quebec residents. Account maintenance fee: \$19.99 is charged monthly, even if you have an inactive Account. This fee is not applicable to Quebec residents. Cash Advance fee: 5% of the Cash Advance amount withdrawn and \$5.00 for each Cash Advance*. This fee is not applicable to Quebec residents. Physical Card Replacement fee: \$25.00 for any replacement physical card ordered on the Card Account. Standard delivery applies.

	Rush Card fee: \$50.00 is charged for each rush physical card delivery that is requested. Minimum Security Deposit fee: \$10.00 is charged when the minimum Security Deposit is not topped up back to the original Security Deposit balance before the Security Deposit is used, within 30 days. This is applied only one-time per occurrence. This fee is not applicable to Quebec residents. *These fees are in addition to any other charges that may be levied by the owner/operator of the ATM.
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Additional Disclosures

More Information about Interest and the Grace Period: When interest is charged on a new Purchase, it is charged from its Transaction date. We begin charging interest for Cash Advances on the day they are taken. If we do not receive a payment for your full Amount Due on a statement, we will continue to charge you interest during the period.

Quebec only: You have expressly requested that this form and any related documents be drawn up in English. *Vous avez expressément exigé que le présent formulaire et tout document qui s'y rattache soient rédigés en anglais.*

The above is just a summary. For full details about your rights and obligations see the Arrive Cardholder Agreement. For more information about Cards, please call 1-888-844-4670 toll-free. The Arrive Cardholder Agreement and other information may also be obtained from www.arrivecard.ca. The Card interest rates and fees shown are current as of 10/06/2026.

Introduction

This Cardholder Agreement applies to your Arrive Mastercard®. It contains important information about your Account and related Credit Cards. Please read it and always refer to the most up to date version provided to you.

Your Agreement with us

Our records show that you gave express consent and agreed to open an Account and receive your Card as part of the application process. If you do not believe you provided express consent, you must contact us immediately.

This Agreement is between you and Zūm Rails Inc ("Zūm"). The Card is issued and owned by Zūm.

This Agreement applies to your Account and any Cards that we may issue for the Account. It replaces any earlier agreements for your Account. You are responsible for ensuring that any Authorized Users understand and comply with this Agreement.

You, and any Authorized User you request, acknowledge you have received, understood and agree to this Agreement by doing any of the following: providing express consent on your application for a Arrive Mastercard®, using your Card, having a balance, or accessing or making

a payment on your Account.

The Distributor is not the issuer of the Card. The Distributor may offer and provide you benefits and services. Those benefits and services are subject to separate terms and conditions between you and the Distributor. Zūm DOES NOT PROVIDE BENEFITS OR SERVICES OFFERED BY THE DISTRIBUTOR AND IS NOT RESPONSIBLE FOR THEM OR FOR ANY LOSS, HARM, OR DAMAGE OF ANY KIND YOU MAY SUFFER AS A RESULT OF USING THE DISTRIBUTOR BENEFITS OR SERVICES.

You agree that you will use your Card and Account for personal, household or family purposes only and that you are liable for all amounts owing on your Account, including those incurred by an Authorized User. Your violation of this provision does not relieve you of your obligations to repay us for all such amounts along with any interest, fees or other amounts you may owe us pursuant to this Agreement.

For Québec Residents: This Agreement is available in both French and English language versions. You confirm that you requested this Agreement and all related documents be drafted in English, that you have been provided with a French language version of this Agreement and that you have agreed to be bound by the English language version of this Agreement. La présente Convention est disponible en français et en anglais.

Vous confirmez par la présente que vous avez demandé que la présente Convention et tous les documents y étant afférents soient rédigés en anglais, que vous avez reçu une version française de la présente Convention et que vous avez accepté d'être lié par la version anglaise de la présente Convention.

Consent to Electronic Delivery

You expressly consent to receive the Agreement, monthly statements, and any notices or documents related to the Account required by law or regulation to be provided to you in writing by electronic delivery. For legal purposes, documents sent to you electronically will be considered "in writing" and to have been signed and delivered by us.

You must take all reasonable steps to prevent unauthorized access to your Account and any documents exchanged electronically between us. If you feel you did not provide express consent, please reach out to us immediately at www.zumrails.com/contact-us.

Consent for Personal Information Collection

If you apply for a credit product with us, communicate with us or provide information to us in any way, you acknowledge your consent for personal information collection, use and disclosure as set out in our Policy, applicable laws and/or industry standards. You can withdraw your consent for use and disclosure of your personal information, other than that which is required for us to maintain and service your Account, subject to legal and contractual restrictions, with reasonable notice to us.

Information we collect

Information we collect about our customers includes, but is not limited to:

- Publicly available information, such as information from telephone or other public directories;
- The information you provided to us before you became a customer;
- Information about your Transactions, including Purchases, Account balances, fees, payment history, parties to Transactions and credit card usage;
- Information from credit reporting agencies and other outside sources to verify financial

information about you, such as your employment and credit history;

- Information from surveys that customers participate in, or from third parties that customers engage with;
- Information from customers' mobile and online activity (for example, IP address, mobile device ID, application and website use, and history); and
- Information required by law.

Use of Information

Purposes that we use your information for include, but are not limited to:

- Contacting and authenticating you through our integrated partners;
- Assessing your credit worthiness;
- Making improvements to products and services;
- Preventing fraud;

Serving you offers, advertising and marketing;

- Maintaining, servicing, processing, analyzing, auditing and collecting on your Account(s); and
- Sharing information with consumer reporting agencies and other parties who have financial, employment or business dealings with you for the purposes specified in the Policy

Limiting use, disclosure and retention

We limit use, disclosure and retention of personal information to the purposes we identify, and as required by applicable laws. We may share your personal information with service providers who perform services on our behalf. Our contracts with third parties include obligations to protect your personal information. Your personal information may be stored and processed at our corporate offices in Canada or the U.S.A or with approved third parties within Canada or the U.S.A or elsewhere. If a third party processes or stores information outside of Canada, foreign governments, courts or regulatory agencies may be able to obtain such personal information through the laws of the foreign jurisdiction.

Accuracy and safeguards

We ensure personal information is as accurate, complete and up to date as is necessary for the purposes for which it is to be used. We also use procedures and practices appropriate to the sensitivity of personal information to protect against loss, theft and unauthorized access. Access to your information is restricted to individuals and parties who require access.

Authorized Users

You are responsible for ensuring that any Authorized Users understand and comply with this Agreement.

An Authorized User may make Transactions but is not liable for any debt on your Account. You are responsible for paying all Transactions (which includes associated interest and fees) by an Authorized User.

You may add or remove Authorized users by contacting us. Each request to add an Authorized user is subject to our approval and we may limit the number of Authorized users on your Account. An Authorized user may make Purchases and obtain Cash advances in the same manner as you but isn't liable for any debt incurred on the Account.

You are responsible for repaying any charges an Authorized user makes on your Account, including any associated interest and fees. We may provide information to an Authorized user regarding Transactions made on the Account and the available credit limit, but an Authorized user isn't able to:

- Make any other transactions;
- Give any instructions to us with respect to the Account;
- Update Account information; or
- Have online access to the Account.
- We also do not send legal notices or disclosures to an Authorized user

How your Credit Card Works

You can use your Card to pay for goods and services wherever Mastercard® is accepted as a payment method. Your Credit Limit is the maximum total amount you can spend including transactions, Cash Advances, Fees, Interest and other amounts that may be charged to your Account. When you make payments on your Account, you have access to more credit. This is called revolving credit.

We may restrict your ability to use your Card or Account to comply with regulations, to prevent fraud, or for other reasons. We are not responsible if your Card is not accepted by a merchant, at an automatic teller machine, or if your Account can't be used for any reason.

You can charge amounts to your Account by using your Card along with your personal identification number (PIN) or your signature on a sales receipt. We may also allow you to charge amounts in other ways, such as internet, mobile and/or contactless payments wherever Mastercard® is accepted.

Secured Account

This Account is for a secured credit Card. It is a condition of this Agreement that, if we request Security Deposits from you, you must provide these funds before we create your Account or issue your Card. The Security Deposits must be received by us within 7 days after approval of your application. The amount of Security Deposit you must provide is up to your Credit Limit. If you do not provide the required Security Deposit within 7 days of approval, we will not create an Account .

You agree that if you're in default under this Agreement, you authorize us to apply the Security Deposit against your obligations under this Agreement (and affect compensation, if you're a resident of the province of Québec). Those obligations do not need to be past due. We can use your Security Deposit without notifying you or sending you a demand for payment.

You also agree that the Security Deposit are not a deposit with Zūm. Your Security Deposit will be held at a financial institution we select. Any interest we earn on the Security Deposit will become our sole property.

You will not have the right to access or withdraw the Security Deposit. If we choose to close your Account, or you close your Account or if the terms of the Agreement change so that Security Deposit are no longer required, we will return or credit any remaining Security Deposit to you within 180 days or after payment in full of your obligations under this Agreement, whichever date is last.

Credit Check and Reporting

We may choose not to check your credit report before offering you an Account. We will report your payment to Equifax Canada Co. ("**Equifax**") starting with the first Minimum Payment, or higher amount, that you make on your monthly statement. Should you wish to check your credit score, report fraud or identity theft, you can contact Equifax by:

Phone: 1-800-465-7166

Website: <https://www.equifax.ca/personal/contact-us/>

Mail:

Equifax Canada Co.
National Consumer Relations
Box 190
Montreal, Quebec H1S 2Z2

It may take up to six (6) months from the date your Account is opened for your Account to first appear on your Equifax credit file. When your Account appears, it will report your full Account history back to the date your Account was opened. This includes everything that happened before your report started appearing, including any late or missed payments. How you use and pay your Account still counts. We will report your Account to Equifax each month, usually after your statement date. Equifax decides on its own when and how it updates Your credit file.

We report your Account information whether it is favourable or unfavourable. That includes late or missed payments, going over your credit limit, and Account closure or default. Late or missed payments, and any use of your Security Deposit to pay an outstanding balance, may harm your credit history. Using this Card responsibly can help you build credit history. However, We do not promise or guarantee that your credit score or credit history will improve, or that you will qualify for any other credit product. Many factors outside Our control affect your credit score, including how Equifax calculates scores and your other credit accounts.

Credit Limit

Your credit limit is the maximum amount you (together with your Authorized Users) can charge to your Account. Your Credit Limit appears on your Disclosure Statement and your monthly statement. Each monthly statement also shows your current Cash Advance limit. Your Cash Advance limit is part of your total credit limit – it's not additional credit over and above the credit limit for your Account. We may lower your Credit Limit at any time without notifying you in advance. We cannot increase your Credit Limit without your express consent.

Residents of Québec must request the credit limit they want.

You may need to provide additional Security Deposit if you provide us express consent to increase your Credit Limit and we approve the Credit Limit increase to the amount you have requested. If you provide us additional Security Deposit but you do not provide us express consent for the Credit Limit increase or if we do not approve your request for a Credit Limit increase, the additional Security Deposit will be credited to your Account.

We may allow your Account to exceed your Credit Limit. If your Disclosure Statement provides for an overlimit fee, we will charge that fee if your Account exceeds its credit limit. You will not be charged an overlimit fee solely as a result of a temporary hold on your Card (for example a pre-authorization at a gas station).

If a Force-Post Transaction causes your Card balance to exceed your assigned credit limit:

- You are obligated to repay the overlimit amount — being the portion of your balance exceeding your credit limit.
- Your Card will be restricted from further use until the overlimit amount has been repaid in full and your outstanding balance has been brought within your assigned credit limit.

- Regular minimum payment obligations continue to apply during the period in which an overlimit amount is outstanding, and interest and applicable fees will continue to accrue in accordance with your Cardholder Agreement and the applicable Disclosure Statement fees.

Zūm Rails is not liable for any inconvenience, loss, or damage arising from the blocking or restriction of your Card as a result of an overlimit amount, and such restriction shall not constitute a breach of this Agreement by Zūm Rails.

You are liable under this Agreement for all amounts owing on your Account, including any indebtedness incurred by an Authorized user. The total debt that you owe consists of the amounts of all Transactions charged to your Account.

You can incur a debt even if:

- Your credit limit is exceeded;
- Your Card is used after its expiry date; or
- Your Account is used after it has been blocked, restricted or closed

Credit Limit Alerts

You are automatically enrolled to receive electronic alerts when your available credit falls below \$100. You may be able to customize the amount for the alert and where the electronic alert should be sent. You may not receive alerts if your contact information is not up to date or if you choose to opt out of receiving alerts.

Interest

Interest rates apply on Cash Advances from the Transaction date until the Cash Advance is paid in full. For the purposes of interest calculation, Fees for Cash Advances are treated as Cash Advances. All other fees are treated as Purchases. We don't charge interest on interest.

You are not charged interest on Purchases during the Grace Period (of 21 Days) if you pay your New Balance in full by the Payment Due Date. If you don't pay your Statement Balance in full by the Payment Due Date, you will be charged interest on each Purchase starting from the date the Purchase was made. We will continue to charge interest until you pay your New Balance as of the date you make your payment, in full. This means you will need to check your New Balance on the date you are making your payment and not rely solely on your last monthly statement.

How we calculate interest

We calculate interest by using the following formula:

- We add the amount you owe on each day during the billing period and divide that total by the number of days in the billing period. This is your Average Daily Balance.
- Then we multiply the Average Daily Balance by the applicable monthly interest rate (obtained by taking the annual interest rate and dividing by 12).

When more than one interest rate applies to your Account, we calculate the interest charge based on the Average Daily Balance that is applicable to each interest rate.

You can review the interest rates applicable to each type of Transaction on your monthly statement.

Fees and Charges

Your Disclosure Statement sets out the Fees and charges that apply to your Account. You agree to pay these Fees and authorize us to charge your Account even if it causes your balance to

exceed your Credit Limit.

Foreign Currency Transactions

When you make a Transaction in a foreign currency you will be charged in Canadian dollars on your Card. The Transaction will be converted to Canadian dollars using the Mastercard® rate of exchange applicable at the time the Transaction is processed. The exchange rate shown on your statement, to six decimal points, is calculated by dividing the Canadian dollar amount, rounded to the nearest cent, by the Transaction currency amount. The foreign exchange rate at the date of conversion may be different from the foreign exchange rate in effect on the date the transaction is made.

If your foreign currency Transaction is refunded, the exchange rate for the refund may not be the same as the rate when you first made your Transaction. As a result, the amounts may differ and you will be responsible for paying for any difference owing on your Account. We will not assume any risk of foreign currency exchange gains or losses from cross-currency conversions resulting from your use of the Card.

Some foreign currency Transactions are converted directly into Canadian dollars, while others may be converted first to U.S. dollars or other currencies, then to Canadian dollars. In all cases, the Mastercard® benchmark rate will be the actual foreign currency exchange rate applied at the time of conversion plus the Foreign Conversion Fee disclosed in your Disclosure Statement.

We may apply a percentage mark-up in the amount set out in the Disclosure Statement to the converted amount on the date the Transaction is debited or credited to your Account. The Fee for converting foreign currency transactions into Canadian Dollars is 2.5% of the converted amount.

Pre-Authorized Payments

You are responsible for providing a merchant with whom you have set up pre-authorized payments or recurring monthly payments with correct and up-to-date information. This includes a change in your Account number, Card number or your Card's expiry date or 3 digit security value. You are also responsible for all charges to the Card until you have cancelled the pre-authorized payment plan with the merchant. We will not be liable for any pre-authorized transactions that cannot be posted to your Account, and you are still liable to the merchant for making payment. It is your responsibility to contact a merchant when you want to cancel a preauthorized transaction. You should check your monthly statements to ensure that cancelled transactions have been discontinued. On cancellation of the Card or on the termination of this Agreement, you agree to notify the merchant that all future preauthorized payments on the Card are to be immediately cancelled.

Repaying the amounts you owe

When you or an Authorized User use your Card you incur a debt. Interest, service charges and annual fees that we charge you under this Agreement, will be added by us to your debt and will form part of it. You agree to repay the total amount of the debt to us, including Interest, Fees and any other charges.

Payment Allocation

For non-Québec residents:

Any payment we receive up to and including your Minimum Payment will be applied in the following order as shown on your monthly statement:

- a) interest charges
- b) fees, including any fees which have been charged to your Account but have not yet shown on your monthly Statement
- c) if there are different annual interest rates that apply, the payment will be applied first to the balance with the lowest annual interest rate, and then to the other balances in ascending order, based on their applicable annual interest rates

Any payment we receive more than your Minimum Payment will be applied to the remaining balance on your monthly statement from high to low interest: highest interest rate segment first, then to other segments in descending order.

If you pay more than your Statement Balance, the rest of the payment shall be applied to the Transactions that have not yet appeared on your monthly statement, in the same payment allocation described above.

For Québec residents:

When different credit rates apply to different Transactions, we will apply any payment we receive in the following order:

- 1. first to the Transactions with the highest credit interest rate,
- 2. then to the remaining Transactions in decreasing order of credit interest rate.

If multiple Transactions have the same annual interest rate, we will apply any payment we receive in the following order:

- 1. first to interest charges,
- 2. then fees,
- 3. then to any remaining balances.

If you pay more than your Statement Balance, the rest of the payment shall be applied to the Transactions that have not yet appeared on your monthly statement, in the same payment allocation described above.

Monthly Statements

You are responsible for meeting your payment obligations on time. You can do so by checking your monthly statement and Account balance. Your monthly statement will show your Previous Open Balance, New Balance, Statement Balance, Minimum Payment, Payment Due Date, Transactions, any Promotional Offers, and other important information related to your Account.

If you do not receive a monthly statement or cannot access it, you must contact us. We are not responsible for late or missed payments.

We will provide you with a monthly statement for your Account for each billing period, unless there's been no activity on your Account during that period, and:

- There's no balance owing;
- You've been notified that your Account has been suspended or closed and we have demanded payment of the outstanding balance; or
- Your Account has a credit balance and you have not been charged any interest or fees (in which case we will provide you with a statement at least once every 3 billing periods).

You have agreed that we can provide your monthly statement electronically to the designated electronic location for the Distributor. Access to this web or app location is personal to you via

your username and password.

You are responsible for informing us of any errors on your monthly statement. If you don't notify us of an error within 30 days of receiving your statement, you accept the monthly statement and our records as accurate and complete.

Making a Payment

You must make at least the Minimum Payment shown on your monthly statement by the Payment Due Date.

We will not charge you interest on your Purchases if you pay your Statement Balance by the Payment Due Date on your monthly statement.

Your payment must be made in Canadian dollars and can be made anytime using funds from your financial institution or any pre-authorized payment we may offer.

We can accept late payments or partial payments marked payment in full or other similar language, without losing any of our rights under this Agreement. If a payment through your financial institution doesn't clear, we will reverse the Account credit and you will still owe us the amount of the payment, which will continue to incur interest, if applicable, until paid

We may refund or waive all or a portion of Fees or Interest charges at our discretion without waiving our rights to charge them in the future.

We may in our discretion refuse to accept the portion of your payment that is above your Statement Balance or if you make an excessive payment on your Account to create a positive balance.

Failing to Make Minimum Payments

If you do not make the Minimum Payment by the Payment Due Date, we may charge the applicable fee set out in your Disclosure Statement.

If you fail to make the required Minimum Payment for three (3) statement periods or for ninety (90) days or more, your Account will be in default. At that time, we may restrict or block your Card from further use, apply your Security Deposit toward any amounts owing on your Account, and close your Account.

Any remaining Security Deposit, after payment of all amounts owing on your Account, will be returned or credited in accordance with this Agreement.

Default and Use of Security Deposit

Your Account will be in default under this Agreement if you:

- do not meet the terms of this Agreement;
- fail to make required Minimum Payments
- become the subject of a bankruptcy or insolvency proceeding;
- provide any false or misleading information to us; or
- have legal action taken against your property.

If your Account is in default, subject to any other terms in this Agreement, we may:

- change, restrict, or terminate your rights under this Agreement, including closing your Account and any other accounts you may have with us;

- apply your Security Deposit to pay the balance on your Account, including amounts that have not yet appeared on your Statement Balance;
- demand that you pay the Balance of your Account in full immediately and take legal action if you fail to do so.

If you fail to pay your debt under this Agreement we may begin collection proceedings. You agree to pay our legal fees and any other costs reasonably incurred to collect on your debt if you are in default, including the use of the services of a third party to enforce this Agreement. (except for residents of Québec).

For Québec residents only:

If you are a Québec resident and a consumer as defined in the *Consumer Protection Act* (RSQ, chapter P-40.1) and you have late payments on your Card, we may use the forfeiture of benefit of the term clause. This clause allows us to require that you pay your balance before the due date. We must send you a written notice titled "Notice of forfeiture of benefit of the term." along with a statement of account.

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must send the consumer a notice in writing and a statement of account.

Within 30 days following receipt by the consumer of the notice and the statement of account, the consumer may:

- (a) either remedy the fact that he is in Default;
- (b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections 104 to 110 of the *Consumer Protection Act* (RSQ, 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.

Errors or Disputes

If you have a disagreement, problem, or dispute regarding a Transaction or Purchase, you should first attempt to resolve the issue directly with the merchant, where appropriate. You remain subject to the merchant's applicable refund or return policies.

If you are unable to resolve the matter directly with the merchant, or if you believe a Transaction was unauthorized, fraudulent, incorrectly processed, duplicated, or otherwise eligible for dispute, you may submit a dispute to us using the dispute procedures made available through the Cardholder portal or through the contact information we provide to you.

We will review disputes submitted to us and, where the Transaction is eligible for a chargeback under applicable Mastercard® network rules, we may request additional information or supporting documentation from you and submit the dispute through the applicable Mastercard® dispute process.

You must notify us of an unauthorized or disputed Transaction within the applicable time period communicated to you through our dispute procedures. Certain chargebacks may be subject to

specific time limits under Mastercard® network rules. You should therefore notify us as soon as possible after becoming aware of the Transaction.

Our ability to pursue or recover an amount on your behalf is subject to applicable law, Mastercard® network rules, filing deadlines, evidence requirements, and the outcome of the applicable dispute or chargeback process. Submission of a dispute does not guarantee that the dispute or chargeback will be successful.

Unless otherwise required by applicable law or unless we advise you otherwise, you must continue to make any Minimum Payment and other amounts required under this Agreement while a dispute is being reviewed. Any credit or adjustment resulting from a successful dispute will be applied to your Account when received or processed.

If a merchant agrees to issue a refund or credit, we will credit your Account when the credit is received and processed. Any merchant credit or refund does not replace your obligation to make a required Minimum Payment unless reflected in the Minimum Payment shown on your statement.

For clarity, the requirement to review your monthly statement within thirty (30) days does not prevent you from asserting rights in respect of unauthorized Transactions or from requesting a chargeback within any longer period available under applicable law or Mastercard® network rules.

You agree to indemnify and hold us harmless in respect of all claims, losses, or liabilities arising from any dispute with or by a merchant or any third party regarding your transactions.

Restricting or Closing your Account

We may change, restrict, or terminate your rights under this Agreement, including reducing your credit limit, blocking your Card, or closing your Account and any other accounts you may have with us at any time for any reason without notifying you first, even if you're not in default. We are not liable to you if you cannot use your Card under any circumstances.

You can cancel your Card or cards issued to Authorized Users, or close your Account at any time by contacting us.

The terms and conditions of this Agreement continue to apply until you pay the entire balance on your Account or we notify you otherwise, even if you or we close your Account.

When your Account is closed:

- you must pay all amounts owing on your Account;
- you must stop using your Card and destroy all Cards issued on the Account, including any Cards issued to Authorized Users;
- you must change all authorized credit card payments to avoid penalties and disruption to services you pay for using your Card;

If you do not pay the amount owing on your Account, we may use your Security Deposit to do so. Restricting or closing our Account does not affect our rights to those funds.

Changes to your Information

You are required to notify us immediately if any information we have on file about you has

changed, such as your name, email, address, and phone numbers.

As set out in this Agreement, different terms may apply to your Account based on your province of residence. If you move to a different province, you agree that we may take up to 90 days after you notify us to apply any different terms to your Account. You also agree that any different terms that apply as a result of your move will not apply retroactively.

You agree that we will send you certain notifications by email or text to the email and mobile phone number that you provide us. We are not responsible for any notifications you do not receive as a result of your failure to inform us of a change to your email or phone number.

Preventing Loss, Fraud and Misuse

You are responsible for protecting your Account, your Card, your PIN, and your passwords associated with your Account and Card. You are also responsible for preventing loss and misuse of your Card and Account by:

- keeping your Account information secure at all times;
- not allowing anyone else access to your Account;
- not sharing your Card, your PIN or passwords with anyone;
- keeping your PIN and passwords secure and separate from your Card and devices;
- selecting a PIN and passwords that cannot be easily guessed;
- preventing access to your devices and email accounts secure by using passcodes;
- staying informed of fraud and cyber security threats.

If you do not take steps to prevent loss, theft, and misuse of your Account, you may be held responsible for any unauthorized use of your Account and Card.

Lost or Stolen Cards and Unauthorized Use of your Account

You will inform us immediately about the loss, theft or unauthorized use of your Card or access to your Account. If you even suspect unauthorized use, you will let us know immediately.

To contact us, please call us at the number as noted on your Card package or at the number provided to you on your monthly statement, if available.

When you notify us of the loss, theft or misuse of your Card or Account, we will block your Card and Account to prevent unauthorized use of your Account. Pre-authorized payments may still be approved until we cancel or reissue you a new Card. Unauthorized use doesn't include use of your Card and account information by someone you've identified as an Authorized user or someone you permitted to use your Card and account information.

If your Card is lost or stolen, you will be liable for all debts resulting from its use, until you have told us that your Card has been lost or stolen. If you have previously authorized someone to use your Card or Account, and have subsequently withdrawn your authorization, you will continue to be liable for all debts incurred on your Card until the Card is cancelled by you.

If we determine that you did not receive any benefit from the unauthorized use of your Card, and you did not demonstrate gross negligence (or if you are a Québec resident, gross fault) in safeguarding your Card, Account information, PIN or passwords, then your maximum liability for unauthorized use is \$50.

Card Expiry Date

You agree not to use the Card after your Card's expiry date. If the Card is used after the Card

has expired, you are responsible for and agree to pay any debts incurred. If your Card is replaced after being reported Lost or Stolen a new Card number, Expiry Date and Security Code may be assigned to the replacement card.

Changes to this Agreement

We can make changes to the Agreement from time to time at our sole discretion. Some changes do not require us to notify you (a variable credit rate) and some changes allow us to notify you after the change takes place (credit limit decreases).

At our sole discretion, we can change any section in this Agreement, including changes:

- a) to any disclosures found in the Disclosure statement;
- b) to any of the features and to the use of the Account and Card;
- c) to Authorized Users and their use of the Card;
- d) to Transactions and the availability and conversion process of foreign currency Transactions;
- e) to services, benefits and product plans;
- f) to interest and non-interest fees (calculation of interest, Grace period, etc.);
- g) to the manner in which we provide you with your monthly statements;
- h) to the management of our billing errors;
- i) to payments and allocation of payments;
- j) to loss or theft of your Card;
- k) to events that may trigger default and the reasons for which we may block, suspend or restrict your Account;
- l) to your liability;
- m) to the amendment or termination of this Agreement;
- n) to the settlement of disputes with merchants;
- o) to the assignment of this Agreement;
- p) to the management of complaints or other administrative processes

Where required by law, we will provide you with notice of any change in writing at least **30** days before the change takes effect. The notice will specify the date the change will take effect, the original section compared to the change, or just the new section to the Agreement.

Any change to this Agreement applies to both your outstanding and future debt. Your continued use of your Card after we make the change(s), means that you understand and agree to such change(s).

You can refuse to accept a change by closing your Account before the change takes effect.

Where required by law and applicable to you, our notice will indicate that you can close your Account without cost and penalty and refuse the change up to 30 days after the change take effect.

Assignment

We may sell, transfer or assign any or all of rights and obligations under this Agreement or your Account at any time and without notifying you. You may not sell, transfer or assign any of your rights or obligations under this Agreement or your Account.

Governing Law

This agreement will be interpreted according to the applicable laws of the province or territory in which you reside and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province of Ontario shall hear such dispute and you agree to be bound by any

judgment of that court.

No Waiver

From time to time, we may temporarily waive, delay the exercise of, or choose not to enforce any of our rights under this Agreement. Any such action will not affect our right to require that you fulfill your obligations under this Agreement, nor will it preclude our right to enforce our right at a later time.

No Warranty

We make no representations or warranties whatsoever, either express or implied, except as stated in this Agreement. We will not be liable for our inability to provide, in whole or in part, any features, benefits or services which are available in connection with your Card that are reasonably beyond our control. In addition, the Distributor or other third parties will provide some of the benefits and services associated with the Card. These third parties, and not us, are responsible to you for the services and benefits offered or provided by them. We will not be liable for any damages of any kind related to your use of the Card(s), or for any of the features, benefits or services available in connection with your Card, even if you have notified us in advance of such possible damages. In no event will we be responsible for the acts or activities of any third party.

Limitation of Liability

We will not be liable for any damages (including special, indirect or consequential damages) that may result if, for any reason, you or any Authorized User is unable to use their Card, any Card is not accepted or you are unable to access your Account.

Severability

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.

Québec residents only: Clause required under the Quebec Consumer Protection Act

The following provisions apply if you reside in Québec and are a consumer as defined in the *Consumer Protection Act* (RSQ, chapter P-40.1).

- 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 is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address. Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.
- 3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant. On receipt of the notice, the merchant must cease to collect the preauthorized payments. On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.
- 4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to \$50. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.
- 5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.
- 6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.
- 7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.
- 8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

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

How to Contact Us

We take your questions and concerns seriously, and will gladly answer them. You can chat, call, send a secure message, or look for an answer on our website.

If you have a complaint, or if you want to learn more about our complaint handling process, please visit arrivecard.ca/contact-us. We'd like to handle your complaint in an efficient and professional manner. As such, we encourage you to collect all the relevant information before you reach out.

Toll-Free-number : 1-888-844-4670

Email : info@arrivecard.ca
404-7750 Boulevard Cousineau
Saint-Hubert, Qc
Canada
J3Z 0C8

Definitions

Account: Your Arrive Mastercard® account.

Agreement: This Cardholder Agreement, as well as your application, the Disclosure Statement, the Privacy Policy, and any amendments, replacements or updates we may provide from time to time.

Authorized User: Any individual who has been issued a Card on your Account at your request.

Available Credit: Is your Credit Limit less your Balance and the aggregate amount of any authorized Transactions.

Average Daily Balance: Is calculated by the amount you owe on each day during the billing period and divide that total by the number of days in the billing period.

Balance: Means the total amount of Transactions, including fees, Interest and other amounts posted to the Account, less any payments, credits, and refunds posted to the Account.

Card: An Arrive Mastercard® that we issue to you or an Authorized User you have requested on your Account, which can be physical or virtual, including any renewal or replacement cards.

Cardholder/you/your: Refers to the individual who applies for a Card and the opening of an Account, and refers also to the Co-Applicant and any Authorised Users.

Cardholder Agreement: This cardholder Agreement.

Cash Advance: An advance of money from your account using your Card or any Transaction involving the purchase of items directly convertible into cash including wire transfers, money orders, gaming transactions such as placing bets, purchasing lottery tickets, and gambling.

Cash-like transaction: Any Transaction involving the Purchase of items directly convertible into cash, including wire transfers, money orders, gambling bets, lottery tickets, gambling or casino gaming chips, crypto purchases, prepaid card loads.

Co-Applicant: if applicable, refers to the person who signed the Arrive Mastercard® that we issue to the Cardholder in the capacity of co-applicant

Credit Limit: The maximum amount you and any Authorized Users will be allowed to charge to your Account. Residents of Québec must select the credit limit they want and will not be approved for a higher amount.

Disclosure Statement: A document or information box we provide to you when you apply for an Account that sets out key information relevant to the use of your Account, including the annual interest rates, fees and other charges that apply, and any amendments, replacements or updates we may provide from time to time.

Distributor: The distributor of the Arrive Mastercard® is Arrive Technologies Inc.

Fees: Charges we levy in connection with your Account and Card as set out in the Disclosure Statement.

Force-Post Transaction: The merchant pushes a transaction through to settlement, often using

a previously obtained authorization.

Good Standing: Good standing means your Account is not past due, over the credit limit, restricted, part of a consumer credit counselling program or bankruptcy, identified for fraudulent activity and not in violation of this Agreement.

Grace Period: The period for which you will not be charged interest if the New Balance on your Statement Balance is paid in full by the Payment Due Date on your monthly statement. The current Grace Period is 21 days which is subject to change with Notice to Cardholders

Interest: The interest rates applicable to Purchases and Cash advances as shown on the Disclosure statement

Minimum Payment: As shown on your monthly statement, the lowest amount of money that you're required to pay by the Payment Due Date each month to keep your Account from going past due and incurring additional interest charges or Fees.

New Balance: As shown on your monthly statement, the total amount you owe on your Account as of the date your statement was prepared. It does not include the amount of any pending Transactions that did not post to your Account by the date your statement was prepared.

New Purchase: A new Purchase appearing on your monthly statement for the first time.

Payment Due Date: As shown on your monthly statement, the date when at least the Minimum Payment is due to be paid on your Account. It may not fall on the same date each month.

PIN: Personal Identification Number used to authorize Point of Sale Purchases on your physical Card or withdraw Cash Advances from an automated teller machine (ATM).

Previous Open Balance: As shown on your monthly statement, is the balance you owed on our Account at the beginning of the Statement Period.

Promotional Offers: Offers you may receive to make a transaction at a promotional interest rate or fee. The promotional rate or fee will be disclosed to you when you receive an offer.

Purchases: An amount charged to your Account for goods and services other than a Cash Advance.

Security Deposit: Funds you have transferred to us as collateral for payments and may be used towards amounts you owe to us under this Agreement.

Statement Balance: As shown on your monthly statement, is the amount you must pay to benefit from the interest-free Grace Period.

Statement Period: As shown on your monthly statement, the statement period is the period between the first and last day of the monthly statement

Transaction: Any Purchase, Cash Advance, Fee, Interest, Credit or Debit Adjustment, or any other charge on your Account that is posted on your monthly statement.

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