

WALMART CANADA BANK MASTERCARD CARDHOLDER AGREEMENT

This Agreement outlines the terms and conditions of your Walmart Canada Bank MasterCard and your Walmart Canada Bank MasterCard Account. In this Agreement, we have used some defined terms, and we have provided the definitions below. This Agreement replaces any previous cardholder agreement provided to you in connection with your Account, however, the promises you made and consents you gave in your application for the Card continue to apply. The terms and conditions in this Agreement apply to any replacement or renewal Card that we provide to you. By signing, activating or using your Card or accessing your Account in any way, you are accepting the terms and conditions of this Agreement, which includes the Disclosure Statement. This Agreement is your promise to pay Walmart Canada Bank all amounts owing on your Account.

DISCLOSURE STATEMENT

You agree that you will pay interest at the annual interest rates set out below and you will pay the fees and charges set out below. The following is a summary of certain provisions of this Agreement and is provided to you as required by law.

Initial Credit Limit	Your initial credit limit is specified in your Fulfilment Kit, which is the package that includes your first Card. Your current credit limit will be shown on each statement.
Annual Interest Rates	<p>18.99% is Our Preferred Rate.</p> <p>25.99% is the Standard Rate.</p> <p>Our Preferred Rate will apply if you always pay at least the minimum payment shown on your statement on or before the payment due date. If you do not pay the minimum payment by the payment due date for any 2 billing periods within any 12 month period, the Standard Rate will apply, beginning on the first day of the following billing period. If you then pay the minimum payment on time for 9 consecutive billing periods, Our Preferred Rate will apply beginning on the first day of the following billing period.</p>
Interest-free Grace Period	The payment due date shown on your monthly statement will be at least 21 days after the last day of the statement period shown on your monthly statement. This period of time is referred to as an interest-free grace period. This means that interest will not be charged on your purchases and fees if you pay the full outstanding balance by the payment due date shown on your statement. There is no interest-free grace period for cash advances (including balance transfers, cash-like transactions and transactions using convenience cheques that we may issue to you) or their associated fees.

Determination of Interest	When interest is charged, it is calculated using the “average daily balance method”, and charged to your Account on the last day of each billing period. Please see the “Interest and Grace Periods” section of this Agreement for more information.
Minimum Payment	The minimum payment shown on each monthly statement will be the sum of (i) any previous unpaid minimum payments; (ii) any charges for insurance or warranty products you have chosen to purchase from us; and (iii) any amount by which the Balance exceeds your credit limit PLUS the greater of (a) \$10.00 ; OR (b) 3% of the Balance, plus any Over Credit Limit Fees and any NSF Cheque Fees. However, if the Balance is less than \$10.00 , then the minimum payment will be the full Balance.
Foreign Currency Conversion	If you use your Card for a transaction in a foreign currency, the foreign currency will be converted to Canadian Dollars before the transaction is recorded on your Account. Transactions made in any currency other than U.S. Dollars will be converted first to U.S. Dollars and then to Canadian Dollars. We will charge you for the transaction in Canadian Dollars at the exchange rate established by MasterCard International in effect on the date that we post the transaction to your Account plus our fee of 2.5% of the amount of the foreign currency transaction after the foreign currency has been converted to Canadian Dollars.
Annual Fees	There is no annual fee.
Other Fees	<p>To be charged on the day the transaction or event occurs, unless otherwise specified:</p> <p><i>Cash Advance Fee:</i> \$2 each time you obtain a cash advance at a financial institution or automated banking machine located in Canada; \$5 if obtained outside of Canada.</p> <p><i>Transaction Fee for Cash-like Transactions:</i> \$2 each time you conduct a transaction using your account involves one or more of the following: money order, wire transfer, travellers cheque, purchase of foreign currency, bets, lottery ticket, or casino gaming chips.</p> <p><i>Over Credit Limit Fee:</i> \$10 when your outstanding balance exceeds your credit limit at the end of a billing period.</p> <p><i>Convenience Cheque:</i> \$4 if the amount drawn is less than \$1,000 and cheque is cashed in Canada; \$8 if the amount drawn is equal to or exceeds \$1,000 and/or if the cheque is cashed outside of Canada.</p> <p><i>Dishonoured Payment/ NSF Fee:</i> \$20 each time a cheque or other payment instrument that you use to make a payment on your Account is returned unpaid, dishonoured, or not processed for any reason.</p>

<p><i>Statement or Sales Draft Copy or Imaged Cashed Convenience Cheque: \$2</i> for an additional copy of your statement, a copy of a sales draft or an imaged cashed convenience cheque.</p>
<p><i>Convenience Cheque Stop Payment Fee: \$20</i> each time you request and we are able to stop payment on your convenience cheque.</p>
<p><i>Rush Replacement Card Fee: \$25</i> for each occurrence.</p>
<p><i>Credit Balance Inactivity Fee: \$10</i> or full credit balance, whichever is less, after 12 months of inactivity with a credit balance.</p>

Statement Frequency

We will provide a monthly statement for your Account if you have a balance owing or if there has been any activity on your Account during the previous billing period.

Lost or Stolen Cards and Unauthorized Transactions

You will not be responsible for any unauthorized transactions that occur after you have informed us that your card or account information has been lost, stolen, misused or missing. Unless the MasterCard Zero Liability Policy (the “Policy”) applies, your maximum liability in the event that your card is lost or stolen and used in an authorized manner is \$50. You will not be liable for purchases to which the Policy applies. If your card is used at an ABM in conjunction with your PIN, you may be responsible for the full amount charged to your account before we receive notice from you that your Card has been lost or stolen. Please see the “Lost or Stolen Cards and Unauthorized Transactions” of this Agreement for more information.

Questions

If you have any questions about your Account, you can call us toll-free at **1-888-331-6133**, Monday-Saturday 8am-12am, Sunday 10am-9pm.

Definitions

“**Account**” means the Walmart Canada Bank MasterCard Account which we opened for you.

“**Agreement**” means this Walmart Canada Bank MasterCard Agreement, as it may be amended, modified, supplemented or replaced from time to time.

“**Authorized User**” means a person to whom a Card has been issued under the Account at the request and authorization of the Primary Cardholder, and who has no liability for any amounts owing under this Agreement.

“**Balance**” means the total amount of all transactions, fees, including those set out in the Disclosure Statement, interest, and any other amounts payable under this Agreement, less any payments or other credits that have been posted to your Account.

“Balance Transfer” means a cash advance transaction in which you borrow money on your Account to pay the outstanding balance on another credit card and thereby transfer the balance owing on that credit card to the Account.

“Card” means a credit card issued by Walmart Canada Bank to a Cardholder under your Account.

“Cardholder” means the Primary Cardholder and each Authorized User.

“Card Type” means the Card type that you have received, as indicated in your Fulfilment Kit.

“Cash Advance” includes a cash advance obtained at an automated banking machine (**ABM**), at a Walmart store in Canada, or at a financial institution. Cash Advance also includes the use of your Card or Card Account for Cash-like Transactions, Balance Transfers, and the use of any Convenience Cheques.

“Cash-like Transaction” means a transaction involving the purchase of items that are directly convertible to or similar to cash, such as the purchase of money orders, wire transfers, travelers’ cheques and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, and lottery tickets).

“Convenience Cheque” means a cheque we issue to you that you can use to pay for goods and services with your Card or to conduct a Balance Transfer, if we permit.

“Disclosure Statement” means the portion of this Agreement that sets out the annual interest rates, fees and other information regarding your Account. The Disclosure Statement forms part of this Agreement and we may make changes to it from time to time with notice to you in accordance with this Agreement or as required by law.

“Fulfilment Kit” means the package that the Primary Cardholder will receive with the first Card that is issued to you.

“Privacy Law” means the federal *Personal Information Protection and Electronic Documents Act* (Canada) and any successor or replacement to that statute and any other legislation or regulation applicable to Walmart Canada Bank concerning the protection of information about identifiable individuals.

“Personal Information” means any personal information about you or that you provide to us that is subject to regulation by any Privacy Law and that is in our possession or control.

“Primary Cardholder” means the person who applied for the Card and in whose name the Account has been opened and who is liable for all amounts owing under this Agreement.

“You” or **“your”** means each Cardholder. If there is more than one Cardholder, “you” and “your” refer to each one of you.

“We”, “our” or **“us”** means Walmart Canada Bank.

Using Your Card - Your Rights and Duties

The Primary Cardholder is responsible for and promises to repay the Balance owing on your Account to us, including all amounts incurred by any Authorized User. The Primary Cardholder is also responsible to ensure that all Authorized Users comply with all of the terms and conditions of this Agreement.

You may use your Card and your Account number wherever MasterCard is accepted to pay for goods and services that you buy in person, over the phone, on the Internet or by mail order and to obtain Cash Advances.

Your Card may only be used by the Primary Cardholder and each Authorized User. If any Cardholder lends a Card to someone or allows someone else to use a Card or your Account number, the Primary Cardholder will be responsible for any amounts charged to the Card or Account by that person, even if you intended to limit that person's use of the Card or your Account to a particular amount or particular time.

Your Card or Account number must not be used for any illegal or unlawful purpose, including the purchase of goods or services prohibited by the laws of Canada or any other country where the Card is used or where the goods or services are provided. You may not use your Card or Account number for any internet gambling transaction. We have the right to prevent your Card or your Account from being used for certain types of transactions as determined by us without advance notice to you.

You agree not to use the Card before the valid from date or after the expiry date indicated on the Card, however, if any amounts are charged to the Account before the valid from date or after the expiry date, you are responsible to pay us those amounts.

All Cards are the property of Walmart Canada Bank and must be returned to us on our request.

For each purchase or Cash Advance on your Card or Account, we lend you the funds for the transaction. The Primary Cardholder is responsible for and is required to repay all of the amounts owing on your Account, including all amounts incurred by any Authorized User, and even if you have used or allowed your Card to be used in a manner that is prohibited under this Agreement.

If you use your Account to pay bills at a branch of another financial institution, at an ABM or on the Internet, these transactions are considered Cash Advances. However, if you use your Account to make pre-authorized payments to merchants, we will treat these transactions as purchases.

Personal Identification Number and other Security Codes

We will provide a personal identification number (PIN) for your Card or we will advise you how to select your PIN. You will select a PIN which cannot be easily guessed, and which is not related to your name, address, telephone number, date of birth, social insurance number, or other information about you.

You agree to keep your PIN and any security codes that you create for the purposes of online transactions or accessing information about your Account online confidential and in secure location(s) separate from your Card. You must take all reasonable precautions to ensure that no

one finds out your PIN or other security codes, including while you key-in your PIN at an ABM. You must not share your PIN or any other security codes with anyone.

Monthly Statements

Unless otherwise required by law, we will send you a monthly statement of account (a “**Statement**”) for each billing period during which there are any transactions or other charges or an outstanding Balance on your Account as of the last day of the statement period. However, to the extent permitted by law, and if you have provided your consent, we may provide your Statements to you by email or in another electronic form.

You are required to review your Statement and check that the information about your purchases, cash advances, interest charges and fees is accurate. If you disagree with any item on your Statement, you must contact us within thirty days of the Statement date. Otherwise, the Statement and our records will be considered to be accurate and you may not make a future claim against us regarding these items on the Account. However, we may at any time remove from your Account any credits which have been posted in error.

Making Payments

You can make payments on your Account by mail, at any Walmart store in Canada, or through the telephone, online, ABM or teller services of another financial institution that accepts Walmart Canada Bank MasterCard payments. You may also make payments by pre-authorized debit from your chequing or savings account at a Canadian financial institution. If you wish to make your payments by pre-authorized debit, please contact us at 1-888-331-6133 or download and complete our pre-authorized debit form at walmartcanadafinancialservices.ca.

If you make a payment by mail or through another financial institution, it can take several days for your payment to reach us. We will only credit payments to your Account after we have received and processed them. Payments do not immediately adjust your available credit. This generally occurs within one to three business days following our receipt and clearing of your payment.

Regardless of the type of payment method you choose, it is your responsibility to ensure that we receive your payment in time to credit your Account by the payment due date.

Minimum Payments

Each month your Statement will indicate the payment(s) you are required to make, including the Minimum Payment. The “**Minimum Payment**” shown on each Statement will be the sum of (i) any previous unpaid Minimum Payments; (ii) any charges for insurance or warranty products you have chosen to purchase from us; and (iii) any amount by which the Balance exceeds your credit limit PLUS the greater of (a) **\$10.00**; OR (b) **3%** of the Balance, plus any Over Credit Limit Fees and any NSF Cheque Fees. However, if the Balance is less than **\$10.00**, then the Minimum Payment will be the full Balance.

The Minimum Payment does not include any amount that you may be required to pay under any promotional offer in which you are participating. Any such amount owing will be disclosed in the terms and conditions of the promotional offer.

You must pay at least the Minimum Payment on or before the payment due date shown on your Statement. If you do not pay at least the Minimum Payment by the payment due date or if you do not comply with other terms of this Agreement, you may lose the benefit of any promotional offers in which you are participating. Please note that a credit to your Account, for example, as a result of a return of goods to a merchant, does not constitute a payment to your Account and does not satisfy the requirement to pay the Minimum Payment.

If you fail to pay at least the Minimum Payment on or before the payment due date shown on your Statement for two consecutive billing periods, the annual interest rate that applies to your Account will increase as is described below in this Agreement, under the heading “Interest and Grace Periods”.

In certain months, we may offer you the option of not making a Minimum Payment. If you accept such an offer, regular interest charges will continue to apply to your Balance.

How We Apply Your Payments

We will apply your Minimum Payment as follows:

- (a) first to any accrued interest charges;
- (b) then to any previously billed amounts; and
- (c) then to any unbilled amounts.

If within any category noted above different rates apply, we will apply your Minimum Payment to those amounts which bear the lowest interest rate first.

After application of the Minimum Payment as set out above, we will look at your remaining outstanding Balance, and to the extent that there are different interest rates that apply to your Balance, we will divide your Balance into different segments (each a “Segment”), with each Segment representing that part of your Balance that has a different interest rate. We will then divide the amount of each Segment by your total Balance and then apply the remainder of your payment (in excess of the Minimum Payment) to each Segment in the same proportion that each Segment bears to your total Balance, for that billing period.

Your Available Credit

We will inform you of your initial credit limit in your Fulfilment Kit and your current credit limit will be indicated on each Statement. Your credit limit is the maximum amount available to you to charge purchases and Cash Advances and cover interest and fees (“**Credit Limit**”). We determine your available credit by deducting the amount you owe us (including transactions that we have authorized but not yet posted to your Account) from your credit limit. We may set a separate limit for cash advances on your Account, which will also be set out in your Fulfilment Kit. Although we establish a Credit Limit, we may, from time to time and at our discretion, approve charges that cause your Balance to exceed the Credit Limit. If you have provided your consent, we may increase your Credit Limit from time to time, at our discretion. We may decrease your credit limit at any time, with notice to you in accordance with applicable law.

You are required to repay all amounts charged to your Account, regardless of whether you have exceeded your Credit Limit. You agree to pay any amounts that exceed your Credit Limit immediately on us advising you that you have exceeded your credit limit. If your Balance exceeds your Credit Limit at the end of a billing period, we may charge you the applicable over credit limit fee as set out in the Disclosure Statement.

Interest and Grace Periods

Interest accrues on purchases from and including the date of each purchase and on fees from and including the transaction date shown on your Statement, however, you can avoid interest being charged on your purchases and fees by paying the total new balance in full by the payment due date shown on your Statement. The payment due date will be at least 21 days after the last day of the statement period. This period of time is referred to as an interest-free grace period. If you pay the total new balance in full by the payment due date on your current Statement, we will not charge interest on purchases, fees, or interest that appear for the first time on your current Statement. There is no interest-free grace period for Cash Advances nor their associated fees. Interest will always accrue on Cash Advances (including Balance Transfers, Cash-like Transactions, and transactions using Convenience Cheques) and their associated fees from the transaction date shown on your Statement.

For any individual new purchase or fee that is subject to interest, interest will be charged from and including the transaction date shown on your Statement until the date we receive a payment that covers the new purchase or fee. All payments will be applied as described in the “How We Apply Your Payments” section of this Agreement. Any interest that accrues on a new purchase or fee between the date of your current Statement and the date we receive your payment will appear on your next Statement.

The annual interest rate for your Account is Our Preferred Rate as shown in the Disclosure Statement, provided that you always pay at least the Minimum Payment shown on your Statement on or before the payment due date shown on your Statement. If you fail to pay at least the Minimum Payment on or before the payment due date shown on your Statement for any two billing periods within any twelve month period, the annual interest rate that applies to your Account will increase to the Standard Rate shown in the Disclosure Statement, beginning on the first day of the following billing period. The Standard Rate will apply until you have paid at least the Minimum Payment shown on your Statement on or before the payment due date shown on your Statement for nine consecutive billing periods, and after you have done so, the annual interest rate that applies to your Account will be reduced to Our Preferred Rate shown in the Disclosure Statement, beginning on the first day of the following billing period. The applicable annual interest rates are subject to change from time to time, with notice to you as required by law. The current applicable annual interest rate will also be set out on your Statement.

We calculate interest using the “average daily balance method”. At the end of each billing period, we calculate interest separately for each category of transactions and charges that makes up your Balance and that is subject to interest at a different annual interest rate (a “category”). For each category, we determine (1) the “average daily balance” of all transactions and charges in that category for the billing period and (2) the “daily interest rate” for that category for that billing period. We then multiply the average daily balance for each category by the daily interest

rate for that category, and then by the number of days in the period, and we add this amount to your Balance for each category.

We determine the “average daily balance” for a particular category by adding together the balances for that category for each day during the billing period and dividing that sum by the number of days in the billing period. We determine the “daily interest rate” for a particular category by dividing the applicable interest rate for the category by 365 (in a regular year) or 366 (in a leap year).

Fees

The fees that apply to your Account are set out in the Disclosure Statement. You agree to pay the fees set out in the Disclosure Statement and you authorize us to charge them to the Account. You acknowledge that we may make changes to the Disclosure Statement from time to time upon notice to you as set out in the “Changes to This Agreement” section of this Agreement.

Walmart Rewards Program

You may earn Walmart Rewards based on your spending on your Card, subject to the Walmart Rewards Program Terms and Conditions (the “**Rewards Terms**”) which are available at walmartcanadafinancialservices.ca. We may amend the Rewards Terms at any time without notice to you. Please let us know if you would like a paper copy of the Rewards Terms. Subject to the Rewards Terms, Walmart Rewards can be redeemed for purchases at any Walmart store in Canada. You agree that by signing, activating or using your Card, you accept the Rewards Terms.

Promotional Offers

From time to time, we may make special offers available to you including granting you lower interest rates on portions of your Balance, the ability to skip payments or extend your payment due dates, offering additional Walmart Rewards or other promotional payment plans. We will explain the terms and conditions of these promotional offers at the time that we make these offers available to you. The terms and conditions of this Agreement will still apply to any promotional offer you choose to participate in, except to the extent modified by the terms and conditions of the promotional offer. When the promotional offer ends or if your Account falls four billing cycles past due, all of the terms and conditions of the promotional offer will end and all the terms and conditions of this Agreement will apply to any Purchases or other Balances incurred under the promotional offer.

- For “Equal Monthly Payment, No Interest” offers, the amount of the equal payments are determined by adding the amount to be financed (including taxes), plus the Administration Fee (if any) (together, the “**Total Amount**”) and dividing the Total Amount by the number of months indicated in the offer. No interest accrues on the Total Amount financed under the promotional offer provided you pay each equal monthly payment (including payment of any optional credit insurance) by the due date shown on your statement. If not, or if your Account falls four billing cycles past due, the promotion will expire and, from and after that time the Total Amount financed will begin accruing interest at the regular interest rate applicable to Purchases on your Account.

- For “Deferred Payment” offers, payment in full is due on the **expiry date** shown on your statement. No interest accrues on the promotional amount financed during the deferred period provided you pay your deferred payment balance in full by the **promotion expiry date**. If you do not, or if your Account falls four billing cycles past due the promotion will expire and from and after that time interest will begin accruing at the regular interest rate applicable to Purchases on your Account.

Credit Balances

We do not pay interest on any credit balances. You acknowledge that credit balances are not deposits and are therefore not insured by the Canada Deposit Insurance Corporation.

Foreign Currency Transactions

If you use your Card for a transaction in a foreign currency, the foreign currency will be converted to Canadian Dollars before the transaction is recorded on your Account. Transactions made in any currency other than U.S. Dollars will be converted first to U.S. Dollars and then to Canadian Dollars. We will charge you for the transaction in Canadian Dollars at the exchange rate established by MasterCard International in effect on the date that we post the transaction to your Account (which may not be the same date as the date of the transaction) plus the fixed percentage shown in the Disclosure Statement. Credits to your Account in U.S. Dollars will be converted directly to Canadian Dollars. Credits in other foreign currencies will be converted first to U.S. Dollars and then to Canadian Dollars. The exchange rate that applies to amounts charged to your Account (“debits”) may be different than the exchange rate that applies to amounts credited to your Account (“credits”), as the exchange rates established by MasterCard International are different for debits and credits and such rates are subject to change from time to time. This means that if you make a purchase in a foreign currency (a debit) and then return the purchase and the merchant credits your Account (a credit), the Canadian Dollar amount debited to your Account for the purchase may be different (and could be higher) than the Canadian Dollar amount credited to your Account for the refund. We will also charge you the Foreign Currency Conversion Fee for each foreign currency transaction as set out in the Disclosure Statement.

Problems with a Merchant

If you have a complaint or a problem regarding any products or services you purchased using your Card or your Account, you must still pay all charges on your Account and resolve the problem directly with the merchant. If you would like to discuss with us any disputes you may have with a merchant with respect to a transaction that appears on your Statement, you may contact us at 1-888-331-6133.

Lost or Stolen Cards and Unauthorized Transactions

You must tell us immediately if your Card is lost, stolen or missing, or if you think that someone else might be using your Card or your Account number, by calling:

From Canada or the United States: **1-888-925-6218**

Elsewhere (by collect call): **1-647-788-2929**

You will not be responsible for any unauthorized transactions that occur after you have informed us that your Card or Account information has been lost, stolen, misused or missing.

Under the MasterCard Zero Liability policy, you will not be liable for any unauthorized purchases that are made with your Card if the following conditions are met:

- You did not contribute to, were not in any way involved, and did not benefit from the unauthorized use of the Card;
- Your Account is in good standing;
- You have exercised reasonable care in safeguarding your Card; and
- You have not reported two or more unauthorized events in connection with your Card in the preceding twelve months.

You will be responsible for transactions that occur under the following circumstances, unless you prove to us that you took reasonable precautions to protect and safeguard your Card and your PIN from becoming available or accessible to another person, but that despite having taking such precautions, your Card and your PIN or other security code were stolen or fraudulently obtained by an unauthorized person:

- if your Card is used at an ABM in conjunction with your PIN, you will be responsible for the full amount of any such charges to your Account before we receive notice from you that your Card has been lost or stolen; and
- if your Card is lost or stolen and is used to obtain a Cash Advance other than at an ABM, you will be responsible for the amount of such charges to your Account before we receive notice from you that your Card was lost or stolen, up to a maximum of \$50.

You must notify us of any unauthorized transactions within thirty days of the Statement date on which such transactions appear.

How we Communicate with You

We will send Statements and any other notices in connection with this Agreement only to the Primary Cardholder, and any communication to the Primary Cardholder is deemed to be sufficient communication to all Cardholders. Unless the Primary Cardholder agrees to receive Statements and any other notices by email or other electronic form, Statements and any notices under this Agreement will be sent to the Primary Cardholder by ordinary mail to the Primary Cardholder's address that appears in our records and will be deemed to have been received by you on the fifth day following the date that we mail it unless there is a postal strike or other disruption affecting mail delivery. In such case, you must contact us monthly during such strike or disruption to obtain Statement information and you are still required to make all payments when due under this Agreement. If you have agreed that we may provide Statements and notices to you by email or other electronic form, each Statement and notice will be deemed to have been received by you on the day that we send it. You must immediately notify us of any change in

your address and other contact information. If you receive Statements by email, you must immediately notify us of any change in your email address.

Renewal and Replacement Cards

You authorize us to send you a renewal or replacement Card before your current Card expires. You also agree that from time to time, at our discretion, we may send you a replacement Card that is governed by terms and conditions that differ from the terms and conditions set out in this Agreement. You must destroy any cards that have expired or that we have replaced by cutting them through the magnetic stripe and if the card has a chip, by also cutting through the chip.

Our Rights if You Default

If you do not make any payment when it is due or otherwise fail to comply with any of your obligations under this Agreement, we may, at our option, declare you in default under this Agreement. We may also, at our option, declare you in default if any statement that you made in connection with your Account was false or misleading, you breach any other agreement that you may have with us or with any of our affiliates, if bankruptcy or other creditor proceedings are threatened or initiated against you, or if we have any reason to believe that you will be unable to make payments or you will otherwise not be able to comply with this Agreement.

If you are in default under this Agreement, the Balance will become due and payable on demand from us. At our discretion, we may require or allow you to pay amounts that are less than the full amount owing to us without limiting our right to claim the full Balance. You will also be responsible for all costs that we and our agents incur to collect or attempt to collect what is owing to us under this Agreement, including legal fees on a full indemnity basis charged by both our internal and external legal counsel.

Changes to This Agreement

We may make changes to this Agreement, including changes to the information disclosed in the Disclosure Statement, by giving you subsequent notice of each change, unless advance notice is required by law.

Governing Law

This Agreement will be interpreted in accordance with Canadian law and with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside of Canada). In the event of a dispute, you agree that the courts in the province or territory where you reside (or the applicable laws of Ontario if you reside outside of Canada) will have exclusive jurisdiction over any dispute arising in connection with your Card, your Account or this Agreement.

Limitations on Our Liability

We will not be liable to you for damages (including special, indirect and consequential damages) that may arise in connection with your Card, your Account or this Agreement if, for any reason, your Card or your Account number is not accepted or you are unable to access your Account.

We may use affiliates and service providers that are located outside of Canada to process applications, information, and transactions in connection with credit card accounts. In the event that an affiliate and/or a service provider cannot or will not process any transaction in connection with your Account, by reason that the affiliate or service provider may suffer legal and/or reputational risks, or that the affiliate or service provider may, by doing so, violate any law, regulation, rule or internal policy applicable to it if it completes such transaction, then we may be unable to complete the transaction. In such event, neither we nor our affiliates or service providers will be liable in respect of any such incomplete transaction.

Assignment

We may assign, transfer or sell our rights, benefits or obligations under this Agreement to a third party and you consent to this without us having to notify you. If we do so, or if we are considering doing so, you agree that we can disclose information about you and your Account to the third party or related party. You may not assign any of your rights or obligations under this Agreement.

Severability

If any provision of this Agreement is unenforceable in any jurisdiction, such provision will, as to such jurisdiction only, be ineffective only to the extent of such unenforceability, without invalidating the remaining provisions of this Agreement.

Closing Your Account/Ending this Agreement

We may suspend or end this Agreement, cancel your Card, or reduce your credit limit immediately at any time with or without a reason and without telling you in advance. If we do, you must pay all amounts owing on your Account, stop using your Card and return your Card to us. We may deduct amounts owing on your Account from any other account you have with us and use them to pay the amount owing on your Account, without notice to you.

You may end this Agreement by contacting us and requesting that we close your Account. We may require that you provide us notice that you wish to end this Agreement in writing.

Even if we or you have ended this Agreement, you will continue to be responsible for all charges made using your Account, including any pre-authorized payments that you have authorized any merchants to charge to your Account. Your obligations under this Agreement continue until all amounts that you owe us have been paid in full.

For Quebec Residents

You confirm that you have expressly requested that this Agreement and all related documents be drafted in English. *Vous confirmez avoir expressément demandé que la présente convention et tous les documents s'y rapportant soient rédigés en anglais.*

Collection, Use, and Disclosure of Your Personal Information

You consent to our collection, use, and disclosure of your Personal Information as described in the paragraphs below. You consent to our collection and use of the Personal Information that

you provide to us and to our use and exchange of your credit and related financial information from time to time between us and our affiliates, service providers, credit bureaus, and reporting agencies, businesses and financial institutions with whom you have had or may have a financial relationship and other references you have provided to us for the purposes of obtaining a credit information report or related financial history, verifying your current and ongoing creditworthiness and other information you have to us and providing credit information to potential creditors, credit bureaus, and credit reporting agencies. Social Insurance Numbers, birth dates or other identifiers, if collected, may be used to verify your identity, including matching credit reports.

You consent to our collection, use and disclosure to and from our affiliates, insurers, and service providers of your Personal Information, including information that we obtain from the sources identified above, for the further purposes of: determining your ongoing eligibility for, and providing the products and services you request; administering, servicing and enforcing your Account; meeting legal, regulatory, security and processing requirements; and otherwise as permitted or required by law, including foreign laws applicable to our affiliates, insurers, and service providers.

You consent to the disclosure of your Personal Information to parties connected with the contemplated or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including your Account and any agreement to which it relates) for the purposes of determining whether to proceed or continue with such transaction or business relationship, fulfilling any reporting or audit requirements to such parties and the use and disclosure by such parties for substantially the same purposes as described herein.

We may use affiliates and service providers located in foreign jurisdictions including the United States, to collect, use, store, and/or process Personal Information on our behalf, and your Personal Information may be transferred to those entities and processed outside of Canada. While we use measures to provide a comparable level of protection when Personal Information is transferred outside of Canada, your Personal Information may be subject to legal requirements in foreign jurisdictions applicable to our affiliates and service providers, for example, legal requirements to disclose information to government authorities in those jurisdictions, and the privacy protections applicable to your Personal Information may not be the same as those available in Canada.

We may also use or disclose your Personal Information, including information relating to the transactions on your Account and your payment and purchase details, in order to determine your eligibility or suitability for products or services offered by us, other Walmart companies, or selected third parties and to provide you with information about such products or services. If you do not want us to use or disclose your Personal Information for this purpose, please contact us at 1-888-331-6133 or write to us at P.O. Box 217, Orangeville, Ontario, L9W 2Z6. Employees, agents, insurers, and service providers that need to access your Personal Information to fulfil their job requirements will have access to your file, which will be electronically maintained in our offices and/or in the offices of our service providers and which will be accessible from our offices. If you wish to access or make corrections to your personal information in our possession, you may call us at the number or write to us at the address set out above.

You consent to the collection, use and disclosure of your Personal Information as described above, and as otherwise described in our Privacy Statement which can be obtained by calling the number above or at www.walmartcanadafinancialservices.ca. We may use your Personal Information for as long as it is needed for the purposes described above and even after our relationship with you has ended.

Contacting Us

If you have any questions about your Account you can call us toll-free 1-888-331-6133, Monday-Saturday 8am-12am, Sunday 10am-9pm. You may also contact us in writing at P.O. Box 217, Orangeville, ON, L9W 2Z6.

Making and Resolving Complaints

We value your business, which is why we have developed a complaints procedure that will help us to quickly and effectively resolve any complaints you may have. The following procedure outlines the steps you are encouraged to take when you wish to make a complaint:

Step 1: Customer Care Centre

Often, we can resolve the issue at our Customer Care Centre. You can reach one of our Customer Care representatives by telephone or in writing at the coordinates below. Resolving the issue will be easier if you have all relevant documentation. Please note the name of the person you speak to for future reference, in case you wish to follow up on the discussion.

Telephone: 1-888-331-6133

Address: P.O. Box 217, Orangeville, ON, L9W 2Z6.

If you are writing to us, please make sure you include:

- the nature of your complaint and relevant details
- the identity of anyone with whom you have already discussed your concerns, and
- your contact information so we may reach you.

We will conduct an investigation of your complaint and contact you promptly to gather more information. We will do our best to resolve the issue to your satisfaction.

Within 90 days of receiving your complaint, we will provide to you either our proposed resolution of your complaint or a letter estimating when we will be able to provide a proposed resolution of your complaint. You have the right to refer unresolved complaints to the Ombudsman for Banking Services and Investments (OBSI) 90 days after initiating your complaint. (See Step 3)

If you are not satisfied with the proposed resolution, you may ask to have your file referred to one of the managers at our Customer Care Centre.

Step 2: Contact Walmart Canada Bank's Ombudsman

WMCB's Ombudsman will undertake an impartial review of unresolved customer complaints. The Ombudsman reports directly to our President and CEO.

If you are not satisfied with the Customer Care Centre's resolution of your complaint you may submit your complaint in writing to our Ombudsman.

Mail: Walmart Canada Bank
Attention: Ombudsman
1940 Argentia Road
Mississauga, ON L5N 1P9

If Steps 1 and 2 do not resolve your complaint, you may escalate your complaint further.

Step 3: External Agencies

There are independent agencies whose purpose it is to monitor Canada's financial institutions or assist consumers and financial institutions to solve consumer related issues. These agencies are independent of Walmart Canada Bank and, depending on the nature of your complaint, you may wish to contact them if you do not accept our proposed solution.

(a) Ombudsman for Banking Services and Investments (OBSI)

OBSI is an independent organization that deals with consumer complaints related to the financial services industry. The OBSI is impartial, and its services are free to consumers. You have the right to refer a complaint to the OBSI if the complaint remains unresolved 90 days after you initiated it or if you are not satisfied with our proposed resolution. You can reach the OBSI by:

Telephone: 1-888-451-4519

Fax: 1-888-422-2865

Email: ombudsman@obsi.ca

Mail: Ombudsman for Banking Services and Investments
PO Box 896, Station Adelaide
Toronto, ON M5C 2K3

(b) Financial Consumer Agency of Canada (FCAC)

The FCAC is a federal regulatory institution that educates financial services consumers, ensures that federally regulated financial institutions comply with federal consumer protection laws and regulations and monitors financial institutions' compliance with their voluntary codes of conduct and public commitments. The FCAC determines the nature of the complaint and, when there is a breach of the law, it takes action to ensure compliance by the financial institution. The FCAC does not provide personal redress (*i.e.*, compensation or monetary award). The focus of the FCAC is to make sure that institutions comply with the law. You can reach the FCAC by:

Telephone: 1-888-461-3222 (English)

1-888-461-2232 (French)

Fax: 1-866-814-2224

Website: <http://www.fcac-acfc.gc.ca>

Mail: Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, ON K1R 1B9