

**PLEASE READ BEFORE USING YOUR
CITI PREPAID CARD**

BY REGISTERING FOR, ACTIVATING, ACCEPTING, OR USING THE CITI PREPAID CARD, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THE AGREEMENT AND SCHEDULE OF SUPPLEMENTAL TERMS CONTAINED IN THIS PACKAGE. IF YOU DO NOT WISH TO ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT AND SCHEDULE OF SUPPLEMENTAL TERMS, DO NOT USE THE ENCLOSED CITI PREPAID CARD AND RETURN IT TO CITIBANK CANADA (THE ISSUER) BY CALLING 800-774-6995 AND REQUESTING TO CANCEL THE CITI PREPAID CARD.

CITIBANK CANADA PREPAID CARD AGREEMENT

THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION PROVISION. THIS PROVISION MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. SEE BELOW UNDER "DISPUTE RESOLUTION" FOR DETAILS.

THIS CITIBANK CANADA PREPAID CARD AGREEMENT ("AGREEMENT") GOVERNS THE USE OF YOUR CITIBANK CANADA PREPAID CARD (THE "CITI PREPAID CARD"). THE SCHEDULE OF SUPPLEMENTAL TERMS ("SUPPLEMENT") PROVIDED TO YOU IS INCORPORATED INTO, AND IS A PART OF, THIS AGREEMENT. IN THIS AGREEMENT, THE WORDS "YOU" AND "YOUR" REFER TO THE PERSON WHO IS ISSUED, OR ACCEPTS, ACTIVATES, OR REGISTERS FOR A CITI PREPAID CARD, AND THE WORDS "WE," "US" AND "OUR" REFER TO CITIBANK CANADA, THE ISSUER OF THE CITI PREPAID CARD. BY REGISTERING FOR, ACTIVATING, ACCEPTING, OR USING THE CITI PREPAID CARD, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS CONCERNING THE CITI PREPAID CARD, OR THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE VISIT WWW.PREPAID.CITI.COM (THE "SITE"); CONTACT US AT 800-774-6995, OR VIA EMAIL AT PREPAIDHELP@CITI.COM ("CUSTOMER SERVICE"). "NETWORK" MEANS EITHER MASTERCARD® OR VISA®, WHICHEVER APPEARS ON YOUR CITI PREPAID CARD. A "TRANSACTION" IS ANY TIME YOU USE YOUR CITI PREPAID CARD TO ACCESS VALUE ON IT. A "LOAD" IS ANY TIME YOU ADD VALUE TO YOUR CITI PREPAID CARD (IF APPLICABLE).

THE CITI PREPAID CARD: The Citi Prepaid Card is a Network branded prepaid card that enables you to purchase goods and services from merchants that accept cards in the Network, and to perform additional Transactions identified in the Supplement. The Citi Prepaid Card is not a credit card, and can be used only for the amount of money loaded to the

Citi Prepaid Card. You can find additional information on how the Citi Prepaid Card works on the Site.

THE SPONSOR: The Citi Prepaid Card is made available to you at the request of a company that may use the Citi Prepaid Card to provide funds to you for your use (the "Sponsor"). The terms of any payment from the Sponsor to you, including whether such funds belong to you and the correct amount, are matters between you and Sponsor. We have no responsibility for resolving such disputes.

ELIGIBILITY FOR AND AVAILABILITY OF THE CITI PREPAID CARD: Only individuals who can lawfully enter into and form contracts under applicable law and have reached the age of majority may have a Citi Prepaid Card. We may refuse to provide a Citi Prepaid Card to anyone, at any time, in our sole discretion. You acknowledge that we outsource various services in respect of the Citi Prepaid Card to affiliates and other service providers which may be located outside of Canada. Accordingly, our ability to perform the card services contemplated under this Agreement will depend upon the ability of our affiliates and service providers to perform the card services contemplated under this Agreement which will be subject to the laws of the foreign jurisdictions where those affiliates or service providers are located.

NO INTEREST/NO DEPOSIT: You understand and agree that you will not receive interest or other earnings on the funds on your Citi Prepaid Card and that the funds loaded onto your Citi Prepaid Card are not held in a separate deposit account for you at Citibank Canada. You also acknowledge that funds on your Citi Prepaid Card are not insured by Canada Deposit Insurance Corporation and that your Citi Prepaid Card is not a credit card or a debit card linked to a credit or deposit account or evidence of a deposit.

RESPONSIBILITY FOR USE OF CARD BY OTHERS: If you provide your Citi Prepaid Card to another person, you are responsible for that person's use of your Citi Prepaid Card even if that person uses your Citi Prepaid Card for Transactions other than what you intended. In order to terminate the other person's authority, you must get your Citi Prepaid Card back, or call us to deactivate the Citi Prepaid Card.

PROHIBITIONS: You may only use the Citi Prepaid Card for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the Citi Prepaid Card. You may not use the Citi Prepaid Card under a false name. Suspected fraudulent or unlawful conduct may be reported to law enforcement authorities. Illegal or fraudulent conduct constitutes grounds for termination of your Citi Prepaid Card.

FEES: You agree to pay all fees plus any applicable taxes associated with the Citi Prepaid Card or the services outlined herein in respect of the Citi Prepaid Card set forth in the Fee

Schedule provided to you with the Supplement (the "Fees") and you authorize us to collect the Fees by deducting the Fees from the balance of funds on your Citi Prepaid Card. The Fee Schedule is incorporated into and made part of this Agreement. We may from time to time amend the Fee Schedule as set forth in the section of this Agreement entitled "Changes to this Agreement."

LOADING FUNDS TO YOUR CITI PREPAID CARD: The Supplement will indicate if additional funds can be loaded to your Citi Prepaid Card.

HOW YOU CAN USE YOUR CITI PREPAID CARD: You may use your Citi Prepaid Card to complete transactions up to the amount of the total funds available on the Card or, in certain circumstances as partial payment towards the Transaction amount at merchants that accept Network-branded card products by signing for your purchase. Some merchants do not allow cardholders to split Transactions where the Card would be used for partial payment towards the Transaction. If you wish to use your Citi Prepaid Card to conduct a partial payment you must instruct the merchant to charge the exact amount of the partial payment and arrange to pay the remaining balance with a different payment method. We do not guarantee and we are not responsible for the quality of goods or services purchased with your Citi Prepaid Card. As a result, you should always take due care in entering into any agreement with another person or merchant. You can also use your Citi Prepaid Card for the additional Transactions described in the Supplement.

AUTHORIZATIONS AND AUTHORIZATION HOLDS: Some merchants may ask us to authorize a Transaction in advance and may estimate its final value. When we authorize the Transaction, we commit to make the requested funds available when the Transaction finally settles. Thus, we may place a hold on funds on your Citi Prepaid Card. Some merchants also may add an amount to ensure that sufficient funds will be available to cover the final Transaction, such as a tip at restaurants. The authorization may be denied if the estimated amount exceeds your available funds. In some cases, an authorization may result in a hold for a longer period, up to 90 days. The funds subject to the hold will not be available to you for other purposes until the Transaction is finalized or the hold is released. In addition, if you cancel a Transaction after the merchant obtains an authorization, there may be a temporary hold for that amount of funds for 10 days or longer.

RECEIPTS AND OTHER DOCUMENTATION: You can get a receipt at the time you make any Transactions using your Citi Prepaid Card at a point-of-sale terminal, except for certain small Transactions. You may obtain information about the amount of money you have remaining on your Citi Prepaid Card by calling 800-774-6995. This information, along with a 60-day history of Citi Prepaid Card Transactions and Loads, is also available online at the Site. You have the right to obtain a 60-day written history of Citi Prepaid Card

Transactions and Loads by calling 800-774-6995, or by writing us at PO Box 284, Conshohocken, PA 19428 USA.

LIMITS ON YOUR USE OF YOUR CITI PREPAID CARD:

There are limits on the dollar amount and number of Transactions completed with the Citi Prepaid Card during a set time period ("Transaction Limits"). The Transaction Limits and any other limitations related to withdrawals, or the general use of your Citi Prepaid Card are described in the Supplement.

COLLECTION OF NEGATIVE BALANCES: You should expect that any Transaction in an amount that exceeds your Citi Prepaid Card balance will be rejected. A fee may apply to a Transaction that is rejected, if disclosed in the Fee Schedule. If a merchant completes a Transaction that results in a negative balance on your Citi Prepaid Card, you agree to immediately pay the amount of the negative balance plus any applicable Fees to us at PO Box 284, Conshohocken, PA 19428 USA. If you fail to make any required payment, we have the right to initiate collection proceedings against you and/or report your failure to credit reporting agencies in compliance with applicable law.

YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR CITI PREPAID CARD: You agree to protect your Card against loss, theft, or unauthorized use by taking all reasonable precautions. If your Card has been lost or stolen or if you have reason to believe that someone has made an unauthorized transaction with your Card or may attempt to use your Card without your permission, you agree to notify us IMMEDIATELY by calling 800-774-6995. If your card is used without your authorization, you will not be liable if: you did not knowingly contribute to the unauthorized use; you used reasonable care to keep your card safe from loss, theft or misuse; there has not been more than one unauthorized use of your card in the last 12 months, and your account is in good standing.

OUR LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION: If we do not complete a Transaction or Load on your Citi Prepaid Card on time or in the correct amount, according to this Agreement with you, we will be liable for your losses or damages, to the extent required by law. There are some circumstances where we will not be liable. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money on your Citi Prepaid Card to make the Transaction;
- b. If, through no fault of ours, the funds on your Citi Prepaid Card are not available because the funds are uncollected, or subject to legal process;
- c. If, through no fault of ours, the external account involved in the transfer is invalid or closed and cannot accept or cannot route funds involving your Citi Prepaid Card;
- d. If the ABM or merchant where you are making the Transaction does not have enough cash;
- e. If circumstances beyond our control (such as an Act of

God, fire or other catastrophe, or an electrical or computer failure) prevents the Transaction or Load, despite reasonable precautions that we have taken;

- f. If your Citi Prepaid Card has been reported lost or stolen and you are using the reported Citi Prepaid Card;
- g. If we have reason to believe that the Transaction or Load requested is unauthorized, suspicious, or fraudulent; or
- h. If you attempt to complete an impermissible Transaction at an Automated Bank Machine (ABM) or merchant.

There may be other reasons stated in this Agreement.

BALANCE INQUIRIES: If you have any questions or concerns about your Citi Prepaid Card or the status of your card (such as the current available balance or transaction history) you should call the number provided on the back of your card or use our online customer support.

DISPUTE RESOLUTION: This Agreement is subject to specific arbitration provisions. Any Claim (as defined below) will unless prohibited by law, be determined by arbitration outside the court system. To the extent permitted by law, you agree to waive any right you may have to commence or participate in any class action against us related to any Claim, and, where applicable, you also agree to opt out of any class proceeding against us. Please give notice of Claims to:

Enterprise Risk Management
PO Box 284
Conshohocken, PA 19428 USA

Arbitration will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province in which you reside. The language of the arbitration shall be in English or, if requested for cardholders in the province of Quebec, in French.

"Claim" means any dispute between you and us that arises from or relates in any way to your Citi Prepaid Card or the any Transactions, including disputes concerning: (1) any items you purchased with your Citi Prepaid Card or any Transactions with your Card; (2) advertisements, promotions, disclosures or documents relating to your Citi Prepaid Card or to any Transactions; and (3) this Provision's applicability or enforceability or the arbitrability of disputes under this Provision. It includes disputes based on constitutional provisions, statutes, regulations, ordinances, common law, equity, contracts, and acts and omissions of every type (whether intentional, fraudulent, reckless, or negligent). It includes disputes that seek relief of any type, including equitable relief, damages or declarations of legal rights.

RESOLVING COMPLAINTS: We strive to resolve complaints and concerns in a fair and timely manner. If you have a complaint or problem, the first step is to contact our Customer Service Department at 800-774-6995. Should your concern remain unresolved after talking to one of the

Telephone Representatives or Supervisors, you may elevate your concern to a Manager. If a Manager is not immediately available, the Representative can assist you in leaving a message and/or requesting further contact. If you have escalated your concern to all levels within Customer Service and are still not satisfied with the resolution, you may contact our Ombudsman at:

Citibank Canada Ombudsman
123 Front Street West Suite 1700,
Toronto, Ontario M5J 2M3
Tel 1-888-245-1112

If, within six (6) months of our Ombudsman's review, you are not satisfied with the resolution of your complaint or concern, you may contact the Ombudsman for Banking Services and Investments at:

Ombudsman for Banking Services and Investments
PO Box 896 STN Adelaide

Toronto, Ontario M5C 2K3
Telephone: 1-888-451-4519
Toll-Free Fax: 1-888-422-2865
Web Site: www.obsi.ca; Email: ombudsman@obsi.ca

FCAC: If your complaint is regarding a potential violation of a consumer protection law, a public commitment or an industry code of conduct, you may contact the FCAC in writing at 6th floor Enterprise Building, 427 Laurier Ave. W., Ottawa ON, K1R 1B9; by calling 1-866-461-3222 (English); 1-866-461-2232 (En Français) or through its website at www.fcac-acfc.gc.ca

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CITI PREPAID CARD: Contact our Customer Service Department at 800-774-6995, at our Site, or write to PO Box 284, Conshohocken, PA 19428, as soon as you can, if you have a question or think an error has occurred on your Citi Prepaid Card..

- a. Tell us your full name and Citi Prepaid Card number.
- b. Describe the question or error you are unsure about, and in the case of an error, explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.
- d. If you tell us orally, we may require that you send us your inquiry in writing. We will determine whether an error occurred and will correct any error promptly. We will communicate the results back to you after completing our investigation.

REQUIRED INFORMATION: You must provide your name, address, date of birth, and such other information as may be reasonably requested by us to determine your eligibility for a Citi Prepaid Card. Falsification of any of this information constitutes grounds for termination of the Citi Prepaid Card.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OBTAINING A NEW CITI PREPAID CARD: To help the government fight the funding of terrorism and money laundering activities, federal law, in certain circumstances, may require us to obtain, verify, and record information that identifies each person who is a holder of a Citi Prepaid Card. **WHAT THIS MEANS FOR YOU:** When you request or register for a Citi Prepaid Card, we may ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

PRIVACY: We collect, use and disclose personal information as described in the Citi Canada Privacy of Personal Information Statement (the "Privacy Statement"). In particular, we disclose personal information to third parties about your Citi Prepaid Card or the Transactions or Loads you make— where it is necessary for completing Transactions or Loads, or

- in order to verify the existence and condition of your Citi Prepaid Card for a third party, such as a credit bureau or merchant, or
- in order to comply with court orders, or
- if you give us your written or other permission, or
- as described in our Privacy Statement and as described below in the "Personal Information" section.

A notice that provides summary information about our privacy practices is included with this Agreement. You may also review our Privacy Statement at any time at the Site.

LIMITATION OF LIABILITY: Except to the extent described in the section titled "Our Liability for Failure to Complete A Transaction" or as described in the Supplement, or as otherwise required by law, we, our affiliates and the parties with whom we contract in order to offer the Citi Prepaid Card are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Citi Prepaid Card, your use (or misuse) of the Citi Prepaid Card, the Site, the content or information contained within the Site, or any products or services purchased using the Citi Prepaid Card.

TAXES: You acknowledge and agree that we are not obligated to determine whether any federal, provincial or local tax applies to any Transaction involving your Citi Prepaid Card and are not responsible for collecting, remitting, or reporting any sales, use, income or other taxes arising from any such Transaction.

TRANSACTIONS MADE IN FOREIGN CURRENCIES: Your Citi Prepaid Card is denominated in Canadian currency. Transactions made in currencies other than Canadian Dollars will be converted to Canadian Dollars under the then current regulations of the Network. Those regulations currently provide that the conversion rate may be either a wholesale market rate or government-mandated rate in effect the day the Network processes the Transaction. The currency conversion rate in effect on the processing date

may differ from the rate in effect on the Transaction date or the posting date. We will also add a Foreign Currency Conversion Fee on all Transactions made in currencies other than Canadian Dollars. The Foreign Currency Conversion Fee will be equal to a percentage of the amount of each foreign Transaction, as set forth in the Fee Schedule.

BUSINESS DAYS: For purposes of this Agreement, our business days are Monday through Friday, excluding Canadian and US holidays.

CHANGES TO THIS AGREEMENT: We may, in our sole discretion, add to, delete, or change any of the terms of this Agreement, including the Supplement (each, a "Change"). We will provide you with notice of Changes to the extent required by law. We may, in our sole discretion, notify you of any Change by posting notice of such Change on the Site and you agree that such notice will be effective, without limiting our right to notify you of any Change by any other method.

TERMINATION: We, in our sole discretion, may terminate this Agreement, your access to your Citi Prepaid Card, or your access to the Site for any reason. We will provide you any notice required by applicable law. If any funds remain on your Citi Prepaid Card, we will pay them to you by issuing a cheque. We may terminate this Agreement immediately, without prior notice, if you commit any fraudulent, illegal or impermissible acts or provide false information to us, in which event we may withhold from any payment to you any amount we reasonably believe you owe as a result of any wrongful conduct in connection with your Citi Prepaid Card or the Site. You acknowledge and agree that we may set off the amount of any outstanding payments due to us prior to issuing any authorized refunds.

PERSONAL INFORMATION: You authorize us to collect from you information that relates specifically to you ("Personal Information") for the purposes of authorizing and processing transactions or services you have requested in respect of your Citi Prepaid Card and on-going administration in respect of your Citi Prepaid Card (to meet risk management, fraud detection and prevention and security requirements, to meet requirements under anti-money laundering and anti-terrorist financing laws and regulations and other legal, regulatory, audit, processing and industry self-regulatory requirements, including as required by foreign laws applicable to us, or our affiliates, agents, mandataries or service providers) and to disclose your Personal Information to legal and regulatory authorities, as appropriate, for the same purposes.

Personal Information that we hold regarding you will be used only in activities generally carried out by us and only our employees, agents or mandataries or any party to a contract of work or services will be given access to such information

when deemed necessary or useful to perform their duties or carry out their mandates or contracts.

Any file concerning you will be kept at the appropriate department with Customer Service. You may access some of your Personal Information on the Site, and you may also obtain a paper copy of such information provided you pay the reasonable fees charged by us for this purpose. You may also contact Customer Service to request access to your file and rectification of any inaccuracies in your Personal Information.

You agree that we may, at all times, without notifying you, assign (by assignment, sale or otherwise) to any person, any of our rights under this Agreement, including, without limitation, the issuance of your Citi Prepaid Card or any card services associated therewith. The assignee or our successors may be required by applicable laws to retain your Personal Information for a certain period of time and the assignee or our successors may collect, use or disclose your Personal Information for purposes similar to those described in this Agreement.

You acknowledge that we may use agents and service providers, including our affiliates, to collect, use, store or process Personal Information on our behalf. Some of these service providers or affiliates may be located outside of Canada and your Personal Information may be transferred or processed outside of Canada for the purposes described in this Agreement. Contractual or other means used by us to protect your Personal Information are subject to legal requirements in foreign jurisdictions applicable to our service providers and affiliates, for example, lawful requirements to disclose personal information to government authorities in those countries.

In order to enjoy quality service and obtain any information available with respect to the Citi Prepaid Card, you authorize us (or our subsidiaries or any other enterprise we deem appropriate) to use the information we hold on you for the purpose of sending you any documents, advertising material, or information that we consider appropriate. You can ask us to cease using your Personal Information for these purposes at any time by contacting Customer Service. We shall not refuse to render the services provided for under this Agreement for the sole reason that you have withdrawn your authorization for us to use your Personal Information for the purposes described in this paragraph.

ELECTRONIC ALERTS: Cardholders, at their own discretion, can opt into electronic card alerts. Card alerts are available via email and/or text messaging. The service is provided by us through the facilities of a wireless service provider(s) selected by you ("Wireless Service Provider") or a computer having access to the Internet ("Computer"). A "Content Provider" is a third party content provider to the source. A "Technology Provider" is a third party provider of technology services necessary to operate the service.

"Equipment" means the wireless receiving equipment through which you intend to access and use the service. "System" means the computer hardware and software owned or operated by us or any Technology Provider and used in providing the service. THE CARD NOTIFICATIONS THAT YOU SELECT TO BE PROVIDED TO YOU THROUGH THIS SERVICE ARE FOR CONVENIENCE PURPOSES ONLY. UNLESS SPECIFICALLY STATED OTHERWISE, THE NOTIFICATIONS ARE NOT REAL TIME AND WILL ONLY BE SENT DURING THE TIMES YOU SELECT. THEY DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CITI PREPAID CARD, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR CITI PREPAID CARD HISTORY OR CARDHOLDER AGREEMENT. You are not charged by us for use of the service or access to the Information (as hereinafter defined) available as of the date you agree to these terms and conditions. However, your Wireless Service Provider may levy fees or charges for receipt of messages by your Equipment through the service, and you are solely responsible for such charges. We are providing you with access to various types of information through the service which may include, without limitation, your Citi Prepaid Card balance and other financial information directions (the "Information") solely for your own use and not for further redistribution. The Information is our property and is protected by applicable law. We reserve any rights not expressly granted herein. All Information is believed to be accurate and timely (subject to any delays), but we and our Technology Providers do not warrant or guarantee such accuracy or timeliness or the security of any Information transmitted to you using the service.

The service and System are available through your Equipment when it is within the operating range of your Wireless Service Provider or a Computer having an active connection to the Internet. The service is subject to transmission limitation or interruption. You acknowledge and agree that we are not responsible for performance degradation and delays of any kind including those due to conditions on the Internet or due to the Equipment, your Computer or actions of the Content or Technology Providers. You acknowledge that we and any Content and Technology Providers shall not be liable to you if the service in a given location is not available. If the service is not available within your intended location, you agree that your sole remedy shall be to terminate this Agreement. You agree not to use the service for any unlawful or abusive purpose or in any way, which damages our property or interferes with or disrupts the System or other users. Resale of the service is prohibited without prior contract arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Equipment and Computer are compatible with the service and System and meets federal standards. Any information provided to us by you in association with the

service shall be governed by our Privacy Policy posted on the site. We and our parent companies, subsidiaries and affiliates, including their respective directors, officers and employees (collectively, "Companies") shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from (i) your use of the service, (ii) access to the System (iii) your use of any Equipment or Computer in connection with the service or for Equipment or Computer failure or modification, (iv) the content of Information or other materials included with or accessed via use of the service, (v) the failure to deliver any card notification(s) or the delivery of notification(s) at times different that the times that you have designated, (vi) any acts or omissions of any Content or Technology Providers, (vii) for system failure or modification, or (viii) any "force majeure" (i.e., any flood, extraordinary weather conditions, earthquake or other act of god, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of us or our Content or Technology Providers. WE AND THE CONTENT OR TECHNOLOGY PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT OR FAULT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND THERE IS NO WARRANTY OR CONDITION (EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR SYSTEM, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY MESSAGES RECEIVED (OR NOT RECEIVED) THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF COMPANIES AND/OR THEIR CONTENT OR TECHNOLOGY PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

MISCELLANEOUS:

- a. Entire Agreement: This Agreement, including the Supplement, constitutes the entire agreement between you and us with respect to your Citi Prepaid Card and our relationship regarding the Citi Prepaid Card, and supersedes all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.
- b. Governing Law: This Agreement and your Citi Prepaid Card are governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein.
- c. Severability: If any provision of this Agreement shall be deemed unlawful, void, or unenforceable, then that provision shall be deemed severable from and shall not affect the

validity and enforceability of any remaining provisions.

- d. No Waiver: No failure by us to enforce the strict performance of any provision of this Agreement will constitute a waiver by us of any right to subsequently enforce such provision or any other provisions of this Agreement.
- e. Assignment: You may not assign your rights or obligations under this Agreement. We may assign our rights or obligations, in whole or in part, at any time and without notice to you.

LANGUAGE: By registering for, activating or using the Citi Prepaid Card, you confirm that you have expressly requested that this Agreement and any related document be drawn up in English. En souscrivant aux, activant, acceptant ou utilisant la Carte Citibanque Canada, vous confirmez avoir demandé expressément que ce Contrat et tous les documents s'y rattachant soient rédigés en anglais.

ADDITIONAL FEATURES AVAILABLE TO YOU – PLEASE VERIFY YOUR PROGRAM FEATURES BY CHECKING YOUR CARD CARRIER OR BY VISITING THE WEBSITE ON THE BACK OF YOUR CARD.

IF YOUR PROGRAM PERMITS ABM WITHDRAWALS:

ABM WITHDRAWALS: You may use your Citi Prepaid Card to withdraw cash at ABMs that accept Network-branded cards. ABMs may impose charges for your transaction that are in addition to the ABM Fees listed in the Fee Schedule.

If your Sponsor has authorized you to make Personal Identification Number (PIN) debit purchases or ABM withdrawals (each a "PIN Transaction"), you will obtain a PIN which will allow you to do so. Citi Prepaid Cards which allow PIN Transactions will arrive with a sticker on them prompting you to call a toll-free number to select a PIN. The Interactive Voice Response system ("IVR") will match your phone number or postal code with the information we have on file and then allow you to choose a 4 digit PIN by using the keypad on your phone.

You will make use of your Citi Prepaid Card at the participating ABMs or merchants for PIN Transactions in conformity with the rules and instructions as described in this Agreement. Other than as set out in this provision, the use of ABMs and your Citi Prepaid Card will be at your own risk.

We may, without prior notice, cancel the use of your Citi Prepaid Card at participating ABMs or merchants for PIN Transactions if you contravene your obligations as provided for in this Agreement, or reduce the advantages related thereto.

SAFEGUARDING YOUR CITI PREPAID CARD AND PIN:

You are responsible for the safekeeping of your Citi Prepaid Card and of the PIN associated with the Citi Prepaid Card. Failure to do so could result in you losing all money on your

Citi Prepaid Card. You agree to keep your PIN confidential and to not tell anyone else what your PIN is. In particular:

- a. You shall keep the number confidential and in a separate place from the Citi Prepaid Card. In particular, you shall make sure to never inscribe the PIN on the Citi Prepaid Card or keep a notation of your PIN with your Citi Prepaid Card or on or near an easily accessible document (e.g. on a document kept in a wallet or purse)
- b. You agree not to use as a PIN a combination of characters that can be easily discovered, such as a PIN referring to your name, address, telephone number, date of birth or social insurance number or part thereof.
- c. In order to keep your Citi Prepaid Card balance secure, you must strictly protect the confidentiality of your PIN.

When you use an ABM, you may be charged an additional fee by the ABM operator or any network used to complete the transfer. We anticipate that you will be able to obtain a receipt for ABM transactions at the time of the transaction, but we do not control and cannot guarantee the provision of any such receipt. All transactions made at an ABM with your Citi Prepaid Card will be debited from your balance at the time of transaction. The transaction statement produced and delivered by the ABM will constitute your written receipt.

UNAUTHORIZED DISCLOSURE OR USE OF PIN: You agree to notify Customer Service AT ONCE in the event you suspect a loss, theft or an unauthorized disclosure or use of your PIN.

CARDHOLDER LIABILITY FOR LOSSES FOR PIN TRANSACTIONS:

- a. Full Liability: You understand that you are responsible for all PIN Transactions made with your authorization, resulting from entry error at the ABM or at a merchant's point-of-sale terminal, fraudulent or worthless transactions, or when you unintentionally contribute to an unauthorized use and you do not cooperate with us or another investigative body in any subsequent investigation.
- b. Limited liability: If you contribute to an unauthorized use of your Citi Prepaid Card and PIN, you will be responsible for all resulting losses, except for any losses that exceed your Transaction Limits (as described below). You will have contributed to an unauthorized use of your Citi Prepaid Card and PIN if, by example, you fail to safeguard your PIN as required in this Agreement.
- c. No Liability: You are not responsible for losses relating to PIN Transactions due to circumstances beyond your control, including (but not limited to) losses: (i) resulting from a technical failure or other equipment problems when a PIN Transaction has been accepted at a participating ABM or merchant in accordance with your instructions; (ii) caused by our error; (iii) relating to a forged, faulty or expired Citi Prepaid Card; or (iv) occurring after you have notified us that your Citi Prepaid Card has been stolen, lost or misused or your PIN security has been breached. You cannot make any

withdrawal exceeding the limit amount available on your Citi Prepaid Card Balance.

IF YOUR PROGRAM DOES NOT PERMIT ABM WITHDRAWALS

ABM WITHDRAWALS: You may not use your Citi Prepaid Card to withdraw cash at ABMs.

IF YOUR PROGRAM PERMITS EFT WITHDRAWALS

TRANSFERS TO YOUR BANK ACCOUNT: You may debit funds from your Citi Prepaid Card and have those funds electronically transferred to your chequing or savings account through the Canadian Payments Association (a "Special Transfer"). You may initiate Special Transfers by logging onto the Site, registering your Card and then contacting Customer Service, and by providing us the information we request and following our instructions.

EFT TRANSFER AUTHORIZATION AND TERMS OF USE:

The following terms apply to each transfer of value from your Citi Prepaid Card to a Canadian bank account.

EFT Transfers: When you attempt to transfer value from your Citi Prepaid Card to your Canadian bank account utilizing our EFT Transfer feature, you are requesting an electronic transfer to your bank account and are authorizing us to facilitate such transfers. Upon such request, we will make the electronic transfer via the Canadian Payments Association from the funds available through your Citi Prepaid Card to your Canadian bank account. You will be charged a service fee for all EFT transfers in accordance with the Fee Schedule set-forth below. In order to transfer funds utilizing EFT, we require that you provide us with the following information: your bank name, your bank routing and transit number and your bank account number. You are providing us with this information subject to the terms of our Privacy Policy and you hereby warrant that all information is correct. We shall have no liability whatsoever if you fail to provide the correct information. We require this information to authenticate your identity and to initiate the EFT transfer. All requested funds will be transferred to the bank account on file. We may limit withdrawals and require additional information from you as disclosed in these Terms and Conditions. We reserve the right to perform authentication of the bank account and the individual initiating the EFT Withdrawal.

Remedies: Without limiting other remedies, we may update inaccurate or incorrect information you provide to us, contact you by means other than electronically, immediately warn our community of your actions, place a hold on funds on your Citi Prepaid Card, limit funding sources and payments, limit access to a Card and any or all of the Card's functions, limit Transactions, indefinitely suspend or close your Card and refuse to provide

our services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; (c) we believe that your account or activities pose a significant credit or fraud risk to us; or (d) we believe that your actions may cause financial loss or legal liability for you, us or others. In addition, we reserve the right to hold funds for Transactions we deem suspicious or for Cards conducting high transaction volumes, to ensure integrity of the funds. The rights described in this section are in addition to and apart from any other rights.

IF YOUR PROGRAM DOES NOT PERMIT EFT WITHDRAWALS

TRANSFERS TO YOUR BANK ACCOUNT: You may not debit funds from your Citi Prepaid Card to your chequing or savings account.

IF YOUR PROGRAM IS RELOADED BY SPONSORS

KEEP YOUR CARD FOR FUTURE USE: You should keep your Citi Prepaid Card even after you use the value on it, as your Sponsor may add additional value in the future. You may not personally reload your Citi Prepaid Card.

IF YOUR PROGRAM IS NOT RELOADED BY SPONSORS

RELOADING FUNDS: This card may not be reloaded. When the card's value has been depleted, destroy the card by cutting it in half through the card number.

FUNDS EXPIRY

EXPIRATION DATE; AVAILABLE FUNDS DO NOT EXPIRE:

While there is a card expiration date embossed on the front of your Citi Prepaid Card, the funds on your Citi Prepaid Card do not expire. The expiration date is provided to ensure that your Citi Prepaid Card can be used at merchants that request and/or require customers to provide an expiration date during the Transaction process. You may not use your Citi Prepaid Card after the expiration date. If you do not use the full amount on your Citi Prepaid Card by the expiration date, we may issue you a new Citi Prepaid Card automatically, or you can call customer service to request a new Citi Prepaid Card (the "Replacement Card"). The charge for issuing a Replacement Card is set forth in the Fee Schedule. Subject to applicable law and for valid reasons, we reserve the right to decline to issue a Replacement Card.

TRANSACTION LIMITS

Daily dollar limit for purchase Transaction: \$3,000 per day CAD or your established daily limit
Daily limit on number of purchase Transactions: 12 POS
Daily dollar limit for ABM Transactions: \$400 CAD
Daily limit on number of ABM Transactions: 5 ABM

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