

20190320TangerClub Preferred Shopper Loyalty Card **PROMOTIONAL PREPAID CARD CARDHOLDER AGREEMENT**

Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695 and Canadian Patent No. 2,215,969.

**DISCLOSURE:** Please read this Agreement carefully and retain a copy for your records.

*The following terms and conditions govern your use of the Promotional Prepaid Card. By signing or using the Prepaid Card, you are agreeing to these terms and conditions, and to the fee(s) stated below, if any, associated with the Card.*

**CARD ISSUER:** This Card is issued by PACE Savings & Credit Union Ltd.

**CARD INFORMATION:** For up-to-date terms and conditions, to obtain the activation date, balance, terms and conditions or card information visit [www.tangerclub.com](http://www.tangerclub.com) or call toll-free 1.800.998.6844.

**SPLIT TENDER TRANSACTION:** If you do not have enough funds available on your Card to cover the entire transaction amount, some Merchants will support a "split tender transaction" where you can instruct the Merchant to charge a part of the purchase to the Card and pay the remaining amount with an alternative payment method. Merchants do not have to and may not agree to split tender transactions.

**CARD RESTRICTIONS:** Card can be used only to purchase goods and services at authorized Merchants. This Card cannot be: (1) redeemed for its cash value; (2) used for illegal transactions; (3) used for purchase when recurring payments may occur or any other pre-authorized payments (e.g. pay-at-the-pump, where the final total is unknown and a set amount is pre-authorized on your Card in advance), (4) used to obtain cash at an automated teller machine ("ATM"), (5) or for payments on a credit account.

**EXPIRATION DATE:** After promotion expiration date the remaining promotion funds on the Card will not be available for you to use. Visit your TangerClub Member Account at [tangerclub.com](http://tangerclub.com) for applicable promotional funds expiration dates.

**LOST OR STOLEN 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, it will not be replaced.

<b>FEES</b> PACE Savings & Credit Union Ltd. will not impose a new fee in association with the Card.
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**Card funds are not insured by the Canada Deposit Insurance Corporation (CDIC) or the Deposit Insurance Corporation of Ontario (DICO).**

**DEFINITIONS** "Agreement" means the terms and conditions set out in this Cardholder Agreement, which govern your use of the Card. The terms "Card", "Prepaid Card" or in lieu of a Card, the "eCard" mean the Prepaid Card issued by PACE Savings & Credit Union Ltd. The value of the funds on the Card is referred to herein as the "Balance". "Cardholder" means an individual who receives and/or uses the Card. "Distributor" means each distribution agent and promotional provider which offers the Cards for distribution to consumers. Distributors are not agents or representatives of PACE Savings & Credit Union Ltd. and have no authority with respect to the Cards. "Expiration Date" means the promotion expiration date the remaining promotion funds expire on the Card and will not be available to use. "Transaction Amount" means the amount that is debited from the Balance in connection with your use of the Card, which amount includes both the amount of the Balance to be transferred and the fees and taxes imposed to complete the transaction. "Merchant" means a retail establishment that is authorized to accept the Card. "PACE Savings & Credit Union Ltd." means PACE Savings & Credit Union Ltd., the issuer of the Card. "We", "us" and "our" mean PACE Savings & Credit Union Ltd., and all associated and affiliated third parties required to fulfill and manage your Card. "You", "your" and "yours", each means the Cardholder. The "Website" means [www.tangerclub.com](http://www.tangerclub.com).

**Applicable Law** means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Act Respecting the Protection of Personal Information in the Private Sector (Québec), the Consumer Protection Act (Québec), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), or any other statute, regulation or operating rule of any governmental authority or any other regulatory authority that PACE Savings & Credit Union Ltd. and the Distributor are subject to. The value of the funds on the Card is referred to herein as the "Balance". "Person" means an association, a corporation, an individual, a partnership, a trust, an unincorporated organization or any other entity or organization.

**THE PREPAID CARD** This Promotional Prepaid Card, for which you paid no funds, is the property of PACE Savings & Credit Union Ltd. and is subject to the terms of this Agreement. The funds, if any, associated with the Card are provided and owned by the Distributor. The Card is not a credit card, charge card, or debit card, and its usage will not enhance or improve your credit rating. No interest dividends or other earnings or returns will be paid on the Card Balance. Neither the Card nor the Balance is a deposit account. For greater certainty, you shall have no right to write cheques on or demand repayment of the outstanding Balance of available funds on the Card, but are strictly limited to the right to use the Card in accordance with this Agreement as payment for goods and services from authorized Merchants.

**AVAILABLE BALANCE** Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable taxes or other charges assessed by the Merchant. If, however, due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative Balance, you agree to reimburse us upon request for the amount of the Transaction Amount in excess of the Balance. You agree that we may lock or revoke the Card without notice if we do not receive funds from you in the full amount of the activated Balance on the Card.

**ACCEPTANCE:** This Agreement constitutes a binding agreement between you and PACE Savings & Credit Union Ltd. with respect to the terms of use of the Card.

**RECOVERY FROM LOSS, THEFT, OR UNAUTHORIZED USE** You agree, to the extent permitted by law, to cooperate completely with us in our attempts to recover from unauthorized users and to assist in their prosecution.

**LIMITATIONS ON USE** If the Card program allows for "card not present" transactions, Internet, mail and phone order purchases may require that you register your Card. If you wish to register your Card, go to the Website and enter your name and address prior to performing a card-not-present transaction. You agree that you will not use the Card at any non-participating or unauthorized merchant locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement. For information about the Distributor and Merchants, please visit the Website.

**OWNERSHIP AND USE OF THE CARD** The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request. If you authorize another person to use the Card you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person. To use the Card, simply present the Card at the time of payment, and sign the receipt. You may wish to retain the receipt as a record of the transaction. As you use the Card, the Card's Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient.

You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Card. You do not have the right to stop the payment of any transaction you conduct with the Card. We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

**INFORMATION ABOUT BALANCE** You should keep track of the Balance remaining on your Card. To obtain the current Balance amount, request information on previous transactions, or for customer service, you may call us at any time using the toll-free customer service number at 1.800.998.6844, as shown on the back of your Card or by visiting the Website. Your Card Balance will reflect all transactions that have been posted to our system. If you have a question or a problem about a posted transaction (for example, a transaction that appears to be a duplicate transaction) you must notify us immediately and no later than sixty (60) days from the date of the transaction or you will be deemed to have accepted such posted transaction. You must tell us your Card number, the date and dollar amount of the error, and explain as clearly as possible why you believe there is an error. If we ask you to put your dispute in writing, you agree to do so within five (5) business days. We will investigate and will notify you of the results of our investigation within sixty (60) business days.

**NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE** From time to time, Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information about the Balance on your Card. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

**WEBSITE AND AVAILABILITY** You agree that we will not be responsible for temporary interruptions in Website service due to maintenance, Website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.

You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

**PURCHASE DISPUTES AND REFUNDS** If there is any dispute in regard to purchases you make using the Card, you agree to settle such disputes with the Merchant from whom the purchase was made. We are not responsible for any problems that you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.

**TERMINATION OF PROGRAM** We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by returning the Card by mail, postage prepaid, to ATTN: Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. **No refunds will be honoured unless (a) the Card is returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to sixty (60) days to process.** For inquiries concerning surrenders and redemptions, call 1.800.998.6844.