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FIRST NATIONAL HOME EQUITY SECURED MASTERCARD CARDHOLDER AGREEMENT

Welcome!

Thank you for choosing the First National Home Equity Secured Mastercard. Your Card is issued by Fairstone Bank of Canada and has no annual fee.

This Agreement is a helpful document that contains the terms and conditions applicable to your First National Home Equity Secured Mastercard account, and your Card, including any renewal and replacement cards that we may issue for your Account. This Agreement replaces any previous cardholder agreement provided to you in connection with your Account. 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.

Be sure to read this Agreement thoroughly to understand how your Card works and find useful information, including how interest is calculated and what to do if your Card is lost or stolen. We also recommend that you read the First National Home Equity Secured Mastercard Privacy Statement available online at firstnational.ca/mastercard as it explains how we collect, use and disclose your Personal Information. Please keep these documents in a secure place for future reference.

If you have any questions, please call toll-free at **1-855-634-1328**, Monday to Friday 9am-5pm, Eastern Time.

1. Definitions

Here are the definitions of some of the words we use in this Agreement:

1.1. **Account means your First National Home Equity Secured Card credit card account.**

1.2. **Agreement** means this First National Home Equity Secured Mastercard Cardholder Agreement, including the Disclosure Statement, as it may be amended, modified, supplemented or replaced from time to time.

1.3. **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.

1.4. **Card** means a credit card issued by Fairstone Bank of Canada to a Cardholder under the Account.

1.5. **Cardholder** means those persons who have signed the Commitment Agreement, applied for and been approved for a Card.

1.6. **Cash Advance** means an advance of cash (or equivalents to cash such as electronic funds transfers) including the initial cash advance requested as part of your application for the Card and set forth in the Commitment Agreement, an advance of cash at any automated banking machine (**ABM**), or at a financial institution that is charged to the Account with or in connection with your Card. Cash Advance also includes the use of your Card or Card account number for Cash-like Transactions.

1.7. **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, travellers' cheques, foreign currency and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, and lottery tickets).

1.8. **Commitment Agreement** means the Commitment Agreement and Disclosure Statement agreed to by each Cardholder that sets out the initial terms, including rates and fees applicable to your Account.

1.9. **Credit Limit** means the maximum amount available to you to charge purchases, Cash Advances, and to cover interest and fees.

1.10. **Debit** means all amounts charged to the Account with or in connection with or arising from the use of the Card and reflected in the Balance, including but not limited to purchases, Cash Advances, interest, service fees, charges, expenses and other debts, liabilities and obligations, amounts owing to us from time to time pursuant to this Agreement which we may charge or which we may incur in respect of the Account or a Card. Other amounts may include our administration and processing fees and the expenses of enforcing our rights as well as paying off any prior charges against the Property in respect of such indebtedness. It also includes, without limitation, all interest and compound interest accrued on all the foregoing amounts.

1.11. **Disclosure Statement** means, the summary table and disclosure provided in the Commitment Agreement that describes, among other things, the annual interest rate, 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.

1.12. **First National Prime Rate** means the annual interest rate publicly announced by First National Financial LP from time to time as its reference rate to determine interest rates on residential mortgage loans made by First National Financial LP in Canadian dollars in Canada. First National Prime Rate can be found at firstnational.ca/residential/mortgage-rates.

1.13. **Mortgage** means the charge/mortgage registered against the Property granting us a security interest in the Property and securing the Debt.

1.14. **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.

1.15. **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 Fairstone Bank of Canada concerning the protection of information about identifiable individuals.

1.16. **Property** means the property that is identified in the Commitment Agreement as the "Subject Property".

1.17. **You or your** means each Cardholder.

1.18. **We, our or us** means Fairstone Bank of Canada.

2. Using Your Card – Your Rights and Duties

2.1. As a Cardholder, you agree that the Card is a consumer card, intended for personal use only and that payment of the Balance and any other liability you incur under this Agreement or in respect of using the Card is solely your obligation, as an individual. You agree that you will pay all applicable fees, charges and interest at the annual interest rates applicable to your Account. You are responsible for and promise to repay the Balance owing on your Account to us in accordance with this Agreement. Where there is more than one Cardholder, all Cardholders are jointly and severally liable for the Debt and all other obligations in this Agreement.

2.2. Your Card may only be used by a Cardholder. If you lend your Card to someone or allow someone else to use your Card or Account you 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 and even if you have allowed your Card to be used in a manner that is permitted under this Agreement.

2.3. Your Card and Account number may be used 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
- where available, obtain Cash Advances.

2.4. Your Card or Account 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; or
- any internet gambling transaction.

2.5. At the time of opening the Account, the Property must be owner-occupied as a single-family residence in accordance with all zoning by-laws.

2.6. 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.

2.7. You agree not to use your Card before the valid from date or after the expiry date indicated on your 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.

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

3. Mortgage

You understand that it is a specific condition of our approving your Commitment Agreement and issuing you a Card, that you grant us the Mortgage to secure payment of all your existing or future obligations under this Agreement and on your Account, including the Debt. We will not discharge the Mortgage until the Debt is paid by you. At our discretion, we can discharge the Mortgage at any time.

4. Personal Identification Number and other Security Codes

4.1. 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.

4.2. 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 a 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 or point of sale terminal. You must not share your PIN or any other security codes with anyone.

5. Monthly Statements

5.1. Unless otherwise required by law, we will send you a statement of account for each billing period during which there are any transactions or other charges or an outstanding Balance or credit 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 offer to provide your statements to you in electronic form such as online, via email or any other electronic means.

5.2. You are required to review your statement and check that the information about your purchases and other charges, 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.

6. Making Payments / Minimum Payments

Effective prior to July 18, 2024

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 the following (as applicable to your Account as set out in the Disclosure Statement):

• any previous unpaid Minimum Payment plus the greater of:

(i) interest and fees shown on your statement + $10; OR

(ii) any amount by which your Balance exceeds your Credit Limit.

If your Balance is under $10, your Minimum Payment is the full Balance.

Effective July 18, 2024

Each month your statement will indicate the payment(s) you are required to make, including the Minimum Payment. The monthly Minimum Payment is $10 plus interest and fees posted on your monthly statement. If your balance is less than $10 then the full balance is the Minimum Payment.

6.2. The Minimum Payment should be made by pre-authorized debit from your bank account at a Canadian financial institution. You can also make additional payments on your Account through the telephone, online, ABM, certified cheque or teller services of another financial institution that accepts First National Home Equity Secured Mastercard payments. You can prepay all or a portion of the outstanding Balance on your Account at any time without penalty.

6.3. Agreeing to make payments through your pre-authorized debit agreement will allow us to have your Minimum Payment automatically deducted from your bank account on the payment due date. 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.

6.4. If you make a payment online, 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 actually 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.

6.5. From time to time, we may offer you the option of not making a Minimum Payment for one or more months. If you accept such an offer, regular interest charges will continue to apply to your Balance and be charged to your Account.

7. How We Apply Your Payments

7.1. We will apply your Minimum Payment as follows:

- first, to any accrued interest charges;
- then, to any previously billed amounts; and
- then, to any unbilled amounts.

Your Minimum Payment will be applied to Balances within each of the above categories beginning with the lowest interest rate item(s) within each category and continuing to the highest interest rate item(s) within the category.

7.2. If there are items making up your Balance that are charged at different interest rates, we will apply any amount of your payment that is greater than the Minimum Payment to each interest rate category in the proportion that the amount in each category represents of the remaining Balance.

8. Your Available Credit

8.1. We will inform you of your initial Credit Limit and how much of your Credit Limit can be applied to Cash Advances in your Commitment Agreement. Your current Credit Limit and cash limit will be indicated on each statement.

8.2. 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.

8.3. 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 in accordance with applicable law.

8.4. 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, this does not mean that your Credit Limit has changed.

8.5. You are required to repay all amounts charged to your Account, regardless of whether we have allowed you to exceed 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 Limit Fee as set out in the Disclosure Statement.

9. Interest and Grace Periods

9.1. 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 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 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, and Cash-like Transactions nor any associated fees. Interest will always accrue on these transactions and their associated fees from the transaction date shown on your statement.

9.2. 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 above. 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.

9.3. The annual interest rate on your Account is as shown in the Disclosure Statement and each subsequent statement.

9.4. The annual interest rate applicable to your Account is a variable interest rate which is the sum of the First National Prime Rate, plus the fixed rate set forth in the Disclosure Statement. It will be adjusted after your next statement if there has been a change in the First National Prime Rate.

9.5. We may with prior notice, increase or decrease in our sole discretion the fixed rate component of your annual interest rate applicable to your Account following a review of any combination of, but not limited to:

- Your account behaviour (including missed or late payment(s), Credit Limit and cash advance utilization); and
- Your credit bureau reports and credit history (including changes in your credit, delinquencies, civil judgements, collections or foreclosure)

You acknowledge that your annual interest rate will change if the First National Prime Rate changes. We will not give you prior notice if your interest rate changes for this reason.

9.6. 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 (which are: (1) purchases and fees, and (2) Cash Advances) that make up your Balance and that is subject to interest at a different annual interest rate. 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).

9.7. 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.

10. Fees

The fees that apply to your Account are described in the Disclosure Statement. You agree to pay applicable fees and authorize us to charge them to your 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.

11. 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.

12. 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.

12.1. We will charge you for the transaction in Canadian Dollars at the exchange rate(s) 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 Foreign Currency Conversion Fee shown in the Disclosure Statement.

12.2. 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 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.

12.3. We will also charge you the Foreign Currency Conversion Fee for each foreign currency transaction (including any refunds related to such transactions) as set out in the Disclosure Statement.

13. 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 **1-855-634-1328**.

14. Lost or Stolen Cards and Unauthorized Transactions

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

- From Canada or the United States: 1-855-489-5688
- Elsewhere (by collect call): 1-647-788-2929

14.2. You will not be responsible for any unauthorized transactions that occur after you have informed us that your Card, Account information, or related personal authentication information (including your PIN) has been lost, stolen, misused or missing.

14.3. 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 your PIN; and
- you have not reported two or more unauthorized events in connection with your Card in the preceding twelve months.

14.4. Your maximum liability for unauthorized charges on your Card will be $50, unless it is proven that you have demonstrated gross negligence or, in Quebec, gross fault in safeguarding your Card, your Account information, or related personal authentication information (including your PIN).

15. How we Communicate with You

15.1. We will send statements and any other notices in connection with this Agreement to each Cardholder at the address on our records for the Account, unless each Cardholder consents to having the documents sent to only one of you. To make any changes to who is receiving statements and notices, please contact Customer Service at the telephone number set out in "**Contacting Us**".

15.2. We may offer you the ability to receive statements and other notices in electronic form. Unless a Cardholder agrees to receive statements and any other notices in electronic form, such as online, via email or any other electronic means, statements and any notices under this Agreement will be sent by ordinary mail to 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.

15.3. If we offer the ability to do so and you have agreed, we may provide statements and notices to you in electronic form, each statement and notice will be deemed to have been received by you on the day that we send or post it. You must immediately notify us of any change in your physical or mailing address and other contact information. If you receive notifications by email, you must immediately notify us of any change in your email address.

16. 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.

17. Cancelling this Agreement and Our Rights if You Default

17.1. You may request that we cancel your Account at any time by notifying us. We may require that you provide us notice that you wish to cancel your Account. Each Card is issued with an expiration date. We have the right not to renew your Cards or your Account in our sole discretion.

17.2. This credit card product is not available for residents of Quebec. If you become a resident of Quebec, we reserve the right to cancel this Agreement and your Account.

17.3. We may cancel this Agreement or close or suspend access to your Account, at any time without telling you in advance. If either we or you cancel your credit privileges and/or your Account, you must pay the Debt including all amounts, (such as additional interest, pre-authorized payments) 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.

17.4. In addition to the rights set forth above, 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: (1) any statement that you made in connection with your Account was false or misleading, (2) you breach any other agreement that you may have with us or with any of our affiliates, (3) bankruptcy or other creditor proceedings are threatened or initiated against you, (4) if at any time the Property is no longer owner occupied or owned by you, or (5) 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.

17.5. If your Account is cancelled or you are in default under this Agreement, the Debt 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 amount at any time. In addition, we may exercise and enforce our rights under the Mortgage that you granted to us, on the terms and conditions set out in the Mortgage.

17.6. If you fail to comply with your obligations to us under this Agreement, you will be liable to us for all court costs and reasonable legal fees and expenses (on a solicitor-client basis) we incur through any legal process to recover any Debt or other amount owing to us in relation to this Agreement.

17.7. 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.

17.8. You agree that your obligations and rights under this Agreement will remain in effect following revocation or cancellation until all Debt and any other amounts owing to us, whether incurred before or after revocation or cancellation, are paid in full.

18. 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. By signing, activating or using your Card or accessing your Account in any way after receipt of the notice, you are accepting the changes described in the notice.

19. Governing Law

This Agreement will be interpreted in accordance with the federal laws of Canada and the applicable laws of the province in which the Property is located. In the event of a dispute, you agree that the courts in the province in which the Property is located will have exclusive jurisdiction over any dispute arising in connection with your Card, your Account or this Agreement.

20. Limitations on Our Liability

20.1. We will not be liable to you for damages (including special, indirect and consequential damages) that may arise in connection with your inability to access, or a merchant's refusal to honour or accept your Card or your Account, or the modification, cancellation or replacement of the Card's advantages or discounts by a supplier.

20.2. 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

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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.

21. 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.

22. Severability

If any provision of this Agreement is found to be unenforceable, that will not affect our ability to enforce the remainder of this Agreement.

23. Collection, Use, and Disclosure of Your Personal Information

23.1. You consent to our collection, use, and disclosure of your Personal Information as described in the paragraphs below and in accordance with our Privacy Statement.

23.2. You consent to our collection and use of the Personal Information that you provide to us and to our collection, use and exchange of your credit and related financial information, including information such as your name, date of birth, home address, telephone number, email, and other contact information, and information related to your financial and credit history and worthiness, such as information about your credit score, employment, income and past transactions and payment history 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. **We may use and exchange this information for the purposes in section 23.3, and for the purposes of obtaining a report from consumer and credit reporting agencies; evaluating your creditworthiness, assessing the risk associated with your use of your Account 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.

23.3. 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:

- processing your application for an account, product or service;
- identifying or locating you;
- determining your ongoing interest and eligibility for products and services;
- providing the products and services you request;
- administering, servicing and enforcing your Account;
- administering, servicing and enforcing the Mortgage;
- collecting on the Debt including any Balances you owe us;
- conducting surveys and other market research;
- extending and/or administering contest offers;
- meeting legal, regulatory, security and processing requirements;
- protecting you and us from fraud or error;
- underwriting, and managing other products and services related to your Account;
- assessing the risk associated with and to administer our relationship, and any agreements you may enter with us; and
- otherwise as permitted or required by law, including foreign laws applicable to our affiliates, insurers, and service providers.

23.4. You consent to our collection, use and disclosure to and from any of our affiliates of Personal Information, including information collected through your use of your Card. This Personal Information is used by us and our affiliates to determine your eligibility or suitability for products or services offered by us, 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 using the contact information set out under "**Contacting Us**".

23.5. 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.

23.6. You understand and agree that if you fail to meet your obligations under this Agreement, including making payments when due, we may share a negative report with credit bureaus and consumer reporting agencies, which may have a negative impact on your credit score.

23.7. 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 help 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.

23.8. Employees, agents, insurers, and service providers that need to access your Personal Information to fulfill their job requirements will have access to your file, which will be electronically maintained in our offices or 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. 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.

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 firstnational.ca/mastercard. If you have questions about our Privacy Statement you can write to: First National Home Equity Mastercard, Attention: Privacy Officer, P.O. Box 220, Orangeville, Ontario, L9W 2Z6.

24. Contacting Us

If you have any questions about your Account you can call us toll-free **1-855-634-1328**, Monday-Friday 9am-5pm, Eastern Time. You may also contact us in writing at P.O. Box 220, Orangeville, ON, L9W 2Z6.

25. Complaints

The Home Equity Secured Mastercard is issued by Fairstone Bank of Canada. Fairstone Bank of Canada and its subsidiaries (collectively, "Fairstone", "we", "us" or "our") value your business, and we are committed to providing the best possible service to all our customers. If you have a complaint, you may call our customer care centre at 1-855-634-1328 or write to First National Home Equity Secured Mastercard, P.O. Box 220, Orangeville ON L9W 2Z6.

Our complaint handling process is explained in our "Complaint Handling Procedure." You may obtain a copy of this procedure by calling our customer care centre or online at https://www.firstnational.ca/residential/home-equity-secured-mastercard