

# Online Account Terms and Conditions

Welcome to the CTB Online Account website (together with the Services, the "Site") where Canadian Tire Bank ("We", "Us", "Our", or "Canadian Tire Bank") provides online access to certain information and services for deposit accounts and credit accounts offered by Canadian Tire Bank credit card and including, GICs, tax free savings accounts, savings or other stored value products, Canadian Tire Bank credit cards, Canadian Tire Line of Credit account information or other credit products (the "CTB Online Account Services"), the Alert Service and the Chat Service (both as further described below), and other products or services that may be offered on or through this Site from time to time (together with CTB Online Account Services, Alert Service and Chat Service, the "Services"). The Services are provided subject to the following terms and conditions of use and ~~our~~Our Canadian Tire Privacy Charter ("Privacy Charter") (collectively "Terms and Conditions").

PLEASE READ THESE TERMS AND CONDITIONS, INCLUDING THE PRIVACY CHARTER, CAREFULLY BEFORE USING THIS SITE. BY ACCESSING OR USING THIS SITE OR CLICKING THE "I HAVE READ AND AGREE TO THE ONLINE ACCOUNT TERMS AND CONDITIONS" BUTTON, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS. EACH TIME YOU ACCESS THE SITE OR USE THE SERVICES, YOU WILL BE DEEMED TO AGREE TO THE THEN CURRENT TERMS AND CONDITIONS. YOU CAN GET THE MOST UP-TO-DATE VERSION OF THESE TERMS AND CONDITIONS AT ANY TIME ON OUR WEBSITE.

These Terms and Conditions are in addition to, and do not replace, any other agreement you may have with ~~us~~Us for any other product or service. If there is a conflict between a term in these Terms and Conditions and any other written agreement with ~~us~~Us, the term of the other agreement will apply to the extent necessary to resolve the conflict. In addition, these Terms and Conditions are to be read together with any terms, conditions or disclaimers provided in this Site. In the event of a conflict, the terms, conditions or disclaimers in this Site will apply to the extent necessary to resolve the conflict. If you do not agree to these Terms and Conditions, please do not use this Site or any Service. We recommend that you print a copy of these Terms and Conditions for your records. We reserve the right to refuse to provide one or more Services to any customer and/or Site visitor. The Services are only available to individuals who can form legally binding contracts.

## PART A - CTB ONLINE ACCOUNT SERVICES

~~1. General – CTB Online Account Services allow solely for the display, printing and downloading of information regarding your Canadian Tire Bank credit card and Canadian Tire Line of Credit account(s) (each an "Account"), Account history and other Account information as provided to you by Canadian Tire Bank.~~  
**1. Account Registration** – Access to and use of CTB Online Account Services is restricted to registered users with one of more of the following Canadian Tire Bank products: GICs, tax free savings accounts, high interest savings or other stored value products (together, "Deposit Accounts"), Canadian Tire Bank credit card, Canadian Tire Line of Credit or other credit product (together, "Credit Accounts") (each, an "Account"). You must use your Account information to create a profile and set up a username and password to register for the Service. If you have a Deposit Account, you can register for the Service using your customer number and password. By creating a profile and setting up a username and password, you will automatically register all of your Deposit Accounts for the Service. In addition, as a Deposit Account customer, once you have registered for the Service, you will also have the ability to add a new tax free

savings account (TFSA), high interest savings account (HISA) or guaranteed investment certificate (GIC) account to your profile. Whether or not you have a Deposit Account, you can also register for the Service using your Canadian Tire credit card number. You should note that, if you register for the Service using your Canadian Tire credit card number, you can only register your other Accounts for the Service by linking each of them to your profile separately.

When you create your profile, you agree to provide Us with accurate, complete and updated information about you and each Account that will be linked to your profile as may be prompted by the registration process on the Site or otherwise as We may request from you from time to time. You are solely responsible for any activity on your Account using the Site and for maintaining the confidentiality and security of your password. You must immediately notify Us at 1-800-459-6415 if you know or have reason to suspect that your Account or password have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account.

If you have already registered your Deposit Account for online banking, you can migrate your profile on myctfs.com to this Site and enrol your Deposit Account for the Services. You can also combine your profile for different Canadian Tire Bank products or services when you register to use this Site. For example, if you registered your Deposit Account for online banking on myctfs.com and you have a Canadian Tire Bank credit card, you can register for the Services using one profile and link each Account to your profile.

**2. Account Information** - CTB Online Account Services allow for the display, printing and downloading of information regarding your Account, Account history and other Account information as provided to you by Canadian Tire Bank. If you have registered your Deposit Account(s) for the Services, you may also view your Account balances, interest rates and transactions and you can view and update your contact information as well as change your Account password(s). The Chat Service (as further described below) may be used to make certain changes to or give certain instructions regarding your Account(s) or any other accounts maintained with Canadian Tire Bank. Alternatively, you can contact Customer Service at 1-800-459-6415 for assistance.

**23. Online Information Accuracy** - This Site, including the facts, data, information and other content contained in it, is provided as a convenience only and is not intended to be an official comprehensive or conclusive statement of your Account. Information on this Site is for informational purposes only and is not intended to provide financial, legal, accounting or tax advice and should not be relied upon in that regard. You agree to rely solely on the official Account statements that are mailed, emailed or otherwise delivered to you as the conclusive statements of your Account. Although ~~we~~We make commercially reasonable efforts to provide accurate information on this Site, ~~we~~We make no warranty or representation as to the accuracy, completeness or currency of information on this Site. You agree that the entire risk as to the use, quality and performance of this Site, and the accuracy, completeness and currency of the information on this Site is assumed exclusively by you, and ~~we~~We do not have and expressly disclaim any duty to update or correct information on this Site.

**34. Supplementary Credit Cards** - We may make certain Account information, including transaction information regarding purchases made with primary and supplementary credit cards for the same Account, available to both the primary cardholder(s) and any supplementary cardholder(s) who register for CTB Online Account Services. The primary cardholder(s) must register for such CTB Online Account Services first and authorize supplementary cardholder access to Account information in order to enable supplementary cardholders to subsequently register for such services.

By agreeing to these Terms and Conditions:

(a) the primary cardholder agrees that supplementary cardholders may view, print, download and otherwise access and be informed of Account information regarding the primary card and other supplementary cards on the same Account by using the Services or by contacting Customer Service at 1-800-459-6415; and

(b) the supplementary cardholders agree that primary cardholders and other supplementary cardholders on the same Account may view, print, download and otherwise access, make changes to and be informed of Account information regarding such supplementary card by using the Services or by contacting Customer Service at 1-800-459-6415.

**5. Services Available to Deposit Accounts only – If you have a Deposit Account and you have registered your Account for the Services, We may allow you to:**

**(a) Request direct deposit forms;**

**(b) Order paper statements – you can request a printed copy of a statement for a particular period; a \$5 per statement fee will apply;**

**(c) Transfer funds between Canadian Tire Bank accounts and accounts held at other Canadian financial institutions (“External Accounts”) – If available, you may:**

**(i) transfer funds between your own Canadian Tire Bank accounts or from your Canadian Tire Bank account to your External Account;**

**(ii) transfer funds from your Canadian Tire Bank account to another customer’s Canadian Tire Bank account (“Inter-Customer Transfer”); and/or**

**(iii) transfer funds from your savings account with Us to your Canadian Tire credit card account.**

**in each case, subject to certain terms and conditions.**

**Transfers can be initiated immediately, at a future-date (scheduled) or on a recurring basis (such as monthly).**

**To request a transfer of funds between your own Canadian Tire Bank accounts or from your Canadian Tire savings account to your Canadian Tire credit card account, you must select the “Transfers” tab and then “Transfer Funds Between Accounts”. You must select from the drop-down menu the Accounts from which and to which the transfer should be made, indicate the transfer amount, start date and other required information.**

**You have two options to set up transfers to or from your External Accounts:**

- 1. From the Transfers - Manage Linked Account page, you must print and complete the Direct Transfer Authorization form located in the Transfers section of Online Banking. A signed copy of**

the form, along with a void cheque for the External Account, must be mailed to Us at the address indicated in the form.

2. Using the automated linking service, you can set up a link to transfer funds to or from one of your External Accounts, provided the External Account is with one of the banks participating in the service. If your External Account is with a listed participating bank, the one time set up, which includes providing certain account information and agreeing to certain terms, will allow you to easily link your Accounts with up to five (5) External Account online.

If you are requesting an Inter-Customer Transfer of funds, you must provide Us with the customer's information to identify the *transfer-to customer*. For first time transfers, you will need to set up a one-way link to the customer you wish to transfer funds to by calling 1-866-681-2837 or in any other manner we permit from time to time.

When requesting a funds transfer, it is your responsibility to provide Us with the correct account information with the transfer instruction and to ensure you have sufficient funds in your Account (or through overdraft protection linked to your Account) at the time you request the transfer. Transfers requested from Accounts with insufficient cleared funds at the time of processing may be rejected. We may without notice decline or refuse to act on an instruction, including if We believe that you or the recipient of any transfer is engaging in fraudulent, unlawful or improper activity, or that an error or mistake has occurred.

When transferring funds to an External Account, funds must be available in the Canadian Tire Bank account from which you will be transferring funds from at least 48 hours prior to the scheduled transfer date. For information on the hold periods for funds deposited into your Account, please click Legal & Privacy below. Transfers between your own Canadian Tire Bank accounts or transfers to another Canadian Tire Bank customer are processed immediately without a hold.

Immediate transfers to and from External Accounts are typically completed between 1 to 2 business days. If submitted on a non-business day or after 12 pm EST, the transaction will be reflected in your Canadian Tire Bank account balances immediately, but the actual transfer of the funds will be processed the next business day. If applicable, interest is calculated based on the transaction date in your Canadian Tire Bank accounts and not on the date that the funds are transferred. Canadian Tire Bank cannot guarantee the length of time it will take to complete the funds transfer because another financial institution is involved in the processing.

Scheduled and recurring transfers to or from other financial institutions must be set up at least 48 hours in advance.

You acknowledge that once you have confirmed the details of a transfer, you may not revoke or stop the transfer unless it is a scheduled and recurring transfer you have set up, in which case the transfer must be cancelled at least 48 hours before the scheduled transfer date.

## PART B - ALERT SERVICES

**46. General** - "Alert Service" means the service which allows you to subscribe to various Alerts for your Accounts to notify you of certain events or conditions. The Terms and Conditions in this Part B apply only to the Alert Service for which you may enroll on this Site. Under the Alert Service, ~~we~~**We** will provide you with those automated alert messages ("Alerts") respecting your Account which you select when you

enroll. We may from time to time add new Alerts or, by thirty (30) days' advance notice posted on this Site, delete any Alerts. An Alert does not constitute a bank record for the Account to which it applies. By signing up for the Alert Service, you are consenting ~~for to~~ Canadian Tire Bank, its affiliates and agents to send electronic messages to your electronic address(es) for the purpose of providing you with Alerts, as described in full in the NotifyMe™ area of this Site. You may unsubscribe from Alerts at any time. For more information about the Alert Service, please call Customer Service at 1-800-459-6415. 5

**7. Technical Matters** - You must meet and comply with all technical and security requirements which may be established with respect to the Alert Service and that ~~weWe~~ post on this Site from time to time and may also be sent to you by SMS text message, email or phone message. It is up to you to determine whether you are able to receive SMS text messages on your mobile device and that your email address and phone number that you use for the Alert Service are up to date and accurate. You can use a different email address or phone number for the Alert Service than what you have otherwise provided for your Account. If you change your phone number or email address, you must update it with ~~usUs~~. To change the information for your whole Account, go to the Settings page on this Site and click on Contact Information link. To change your information just for the Alert Service click on NotifyMe in the 'activity bar' found right below the main site navigation. You can also call Customer Service at 1-800-459-6415. 6

**8. Using Your Mobile Device** - Your receipt of Alerts is subject to the terms of your agreements with your mobile carrier and/or internet service provider. You are responsible for all fees that are imposed under those agreements respecting your access to and use of the Alert Service, including messaging and data charges. If you are unsure about whether you will be charged, please contact your mobile carrier's or internet service provider's customer service department directly. Each Alert is sent to you without being encrypted and may include Account information. Anyone with access to your email or mobile device will be able to view the content of these Alerts. It is your responsibility to maintain adequate security safeguards on your devices at all times to protect the security of the information that ~~weWe~~ provide to you. To unsubscribe from Alerts on your mobile device, key in "STOP" or "ARRET" or visit the Alert Service area of this Site. 7

**9. Alert Limitations** - Due to a number of factors, including technical problems, you accept all risk that Alerts may be delayed or not delivered at all and may be inaccurate or incomplete. You also accept all risk that Alerts may be intercepted, reviewed or altered by others. Alerts by SMS text message are limited to 136 characters. The Alert Service may not be available for use outside of Canada. None of the CT Parties (defined below) are responsible if Alerts are sent to a valid number or address that you provided to ~~usUs~~.

## PART C – CHAT SERVICE

**810. Chat** - The term "chat" means to talk and by extension to communicate back and forth by typing messages in real-time and online. Using the Chat Service, you can ask to obtain information about ~~ourOur~~ products, services and web pages, including but not limited to the CTB Online Account Services, online in real-time. The questions are answered online and in real-time by ~~ourOur~~ customer service ~~representative~~representatives. Our customer service representatives can also use the Chat Service to initiate discussion on or respond to queries about new services, service features, or changes to your Account or to present you with one or more options for managing any debt related to your CTB Online Account Services, and you can use the Chat Service to obtain information, provide instructions, or to accept or decline an option, should one be presented to you. You are not permitted to make use of the Chat Service for unauthorized or illegal purposes, contraventions of public order and public decency or

for purposes that are clearly unsuitable and, in such cases, you are solely and fully liable for your actions. We can, at any point and without prior notice, terminate a topic of conversation on the Chat Service. A chat session can be started without any personal details being given, although you may need to provide additional information depending on the nature of the chat session. The content of chat conversations will not be made public by ~~us~~<sup>US</sup><sub>SEP</sub>. We may make use of the chat conversations for training, quality control and analytics purposes. We reserve the right to retain the transcripts of the chat conversations in accordance with applicable law. We may collect, use and disclose information you share as part of the Chat Service in accordance with section ~~12~~<sup>14</sup> "Privacy" below. We will never ask for your Account Username or Account Password as part of the Chat Service. The user must always assess information and options provided to them in light of their own situation and the Chat Service does not take away the need for the user to seek specialist advice from qualified advisers. You remain exclusively and fully responsible for the use you make of the information and the consequences of your decisions. We may rely upon and treat as duly authorized by you and binding on you any instructions that ~~we~~<sup>We</sup> receive through the Chat Service.

#### PART D – GENERAL

**911. Restrictions on Use** - All content in and on this Site, including without limitation, all text, data, sound, software, audio sounds, visual images, graphics, site design and the selection, organization, functionality, performance and arrangement of the foregoing (collectively the "Content") are copyrighted by Canadian Tire Bank unless otherwise indicated. All rights reserved. This Site and the Content, and all proprietary and intellectual property rights therein, are owned exclusively by Canadian Tire Bank or its affiliates or their respective licensors. Any copy of the Content must retain all copyright and other proprietary rights notices in the same form and manner as on the original. You may view, print and save a copy of the pages on this Site for your own personal use ~~but~~<sup>in accordance with these Terms and Conditions but you</sup> may not modify, publish, transmit, transfer, sell, licence, display, reproduce, create derivative works from or otherwise use or exploit any Content in any manner, including electronically reproducing this Site by "uploading" "downloading" this Site to, or "permitting access to" this Site from, the internet or any other local or international computer system, without the prior written consent of Canadian Tire Bank. Any such unauthorized use constitutes a violation of Canadian Tire Bank's proprietary and intellectual property rights and may subject you to civil and criminal liability. Use of any software made available from this Site is governed by the terms of any licence agreement provided with that software. You may not frame or utilize framing techniques to enclose any Content without ~~our~~<sup>Our</sup> express written consent. You may not use any meta tags or any other hidden text utilizing any Content without ~~our~~<sup>Our</sup> express written permission. You agree that you will not use this Site or the Services to: (i) misappropriate the intellectual property rights of Canadian Tire Bank or its affiliates or their respective licensors; (ii) attempt to deface, modify or manipulate this Site or employ any tactic to defeat or evade any security feature employed on this Site; (iii) misappropriate the identity of, or obtain any personal information about any other user of this Site, or any customer, vendor, dealer or employee of Canadian Tire Bank; or (iv) modify, erase or damage any information contained on this Site or any computer hardware or information storage device owned or used by Canadian Tire Bank. You further agree not to use any process, research method or tactic to recreate or replicate the features, functions or design of this Site or Services through reverse engineering. You are prohibited from contributing, posting, or transmitting any infringing, unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, fraudulent or profane material or any material that could constitute or encourage conduct that would be considered a criminal

offence, give rise to civil liability, or otherwise violate any law. You may not intentionally send any virus, worm, trojan horse or other harmful code or attachment, and you are responsible for using commercially available antivirus software. You may not alter, steal, corrupt, disable, destroy, trespass, circumvent or violate any security or encryption feature of the Site.

**1012. Trademarks** - Trademarks displayed in or on this Site may not be used in connection with any product or Service not approved in advance in writing by Canadian Tire Bank or in any manner that is likely to cause confusion or in any manner that disparages or discredits Canadian Tire Bank or its affiliates or their respective licensors or business partners. Unless otherwise indicated, Canadian Tire Bank or its affiliates are the owners of the trademarks displayed in or on this Site and have additional trademarks and service marks in Canada and other countries, designated by the symbols ® and TM for registered and unregistered marks respectively. The trademarks of Canadian Tire Corporation, Limited are used under licence. Mastercard® is a registered trademark of Mastercard International Incorporated, used under licence. All other trademarks, service marks, logos, trade names and/or other marks are the property of their respective owners. All rights reserved. ~~The inclusion of any hyperlink to a third party website or references to products, services or publications should not be construed as an endorsement or approval by Canadian Tire Bank of such sites, products, services or publications.~~

**1113. Security** - You are solely responsible for maintaining the security of your Account ID, Account Password and the password you create to access any Electronic Access Device ("Passcode Lock") that you use to access the Site. You agree not to disclose your Account ID, Account Password or Passcode Lock ("Credentials") to any other person, and ~~we~~We are not responsible for the unauthorized use of the Site by any other person with your ~~Account ID, Account Password or Passcode Lock Credentials~~. We are under no obligation to confirm the actual identity or authority of anyone using your ~~Account ID, Account Password or Passcode Lock Credentials~~. You are also responsible if you voluntarily allow another person to use your Electronic Access Device if you use that Electronic Access Device to access the Site. "Electronic Access Device" means a personal computer, telephone, cell phone, smart phone, mobile device, wireless device, tablet device or any other electronic device that you use to access a Service. Sensitive communication within this Site is protected via encryption while in transit. However, ~~we advise you please be advised~~ that, unlike communication within ~~our~~Our Site (such as the Chat Service), e-mails, text messages and other electronic communications with ~~us~~Us over the internet are not secure, are not confidential and may be intercepted or lost or possibly altered. You agree that CT Parties will have no liability to you or to ~~any one~~anyone else in connection with any e-mails, text messages, chats or other electronic communications that ~~we~~We send to you. We recommend that you not include confidential, proprietary or sensitive information in emails, text messages, chats or other electronic communications including, but not limited to, credit card numbers, Account ID, Account Passwords, credit card transaction information, and other similar information, except and only to the extent ~~we~~We specifically ask you for that information for the purpose of providing you with the applicable Service. CT Parties will not be responsible for any damages you or any third party may suffer if you transmit confidential, proprietary or sensitive information to ~~us~~Us through emails, text messages or other electronic communications.

**1214. Privacy** - During your use of this Site, you may voluntarily submit personal information. In order to use the Chat Service and the Alert Service, you may be asked to provide personal information, and by using CTB Online Account Services, you are asking ~~us~~Us to provide you with your Account information. We are committed to implementing responsible practices in ~~our~~Our collection, use and disclosure of your personal information in accordance with applicable law and the Privacy Charter. The terms and conditions

of the Privacy Charter as may be amended from time to time, are hereby incorporated by reference into and form a binding part of these Terms and Conditions. In addition to the description of ~~our~~Our policies and practices in the Privacy Charter, in order to provide you with the Services, including for enrolment, authentication, security or service enhancement purposes, ~~we~~We may collect, use and disclose, as necessary, one or more pieces of information, such as your Account ID, Account Password, email address, mobile telephone number, employment status, timing of alternate employment if unemployed, or income, date of birth, postal code, email address, or language preferences. Canadian Tire (as defined in the Privacy Charter) may also collect, use and disclose such information, as necessary, to verify your identity as a user of one or more Services, to restore access to your Account in the event that you have forgotten your Account Username or Account Password, to ensure the accuracy of information in your Account records, or to contact you only as described in ~~our~~Our Privacy Charter. Your web browser places cookie files on your computer's hard drive, and ~~we~~We use these cookies to remember information you provide to ~~us~~Us so you don't have to re-enter it each time you visit this Site. Cookies also help ~~us~~Us to understand which areas of this Site are popular by showing ~~us~~Us how visitors use this Site. This allows ~~us~~Us to continually improve this Site. An Internet Protocol ("IP") address is the number that is automatically associated with your web-enabled device anytime you are connected to the internet. The computers that "serve up" web content, web servers, identify your device by its IP address. We collect IP addresses for the purposes of fraud prevention and detection. BY USING THIS SITE, THE SERVICES OR SUBMITTING PERSONAL INFORMATION TO CANADIAN TIRE BANK, YOU AGREE TO OUR COLLECTION, USE AND DISCLOSURE OF SUCH PERSONAL INFORMATION AS DESCRIBED IN AND IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND THE PRIVACY CHARTER AS AMENDED FROM TIME TO TIME AND AS PERMITTED OR REQUIRED BY LAW. If you do not agree with the Privacy Charter or the purposes for which ~~we~~We may collect, use or disclose your personal information, please do not provide ~~us~~Us with any personal information. Please review the Privacy Charter for further details about how to withdraw or refuse your consent, how to review or amend your personal information, and who to contact for further information regarding ~~our~~Our privacy policies and procedures.

**1315. Feedback** - We may ~~enable~~allow you to provide ~~us~~Us with feedback by email or otherwise ("Customer Content"). If you provide Customer Content you agree that the feedback is gratuitous, unsolicited and without restriction and will not place Canadian Tire Bank under any obligation. We are free to use the Customer Content without any compensation to you and you hereby grant Canadian Tire Bank a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute or display such Customer Content throughout the world in any media, now known or hereafter developed, and you waive any and all moral rights in the Customer Content. You also hereby grant Canadian Tire Bank the right to use the name you submit with the Customer Content, if any, in connection with Canadian Tire Bank's rights hereunder.

**1416. Disclaimers** — THE SITE AND INFORMATION PROVIDED ON OR THROUGH THIS SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS AND WITHOUT REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW, EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, CANADIAN TIRE BANK DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, IN RESPECT OF THIS SITE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF

PROPRIETARY RIGHTS, AND IMPLIED WARRANTIES AND CONDITIONS ARISING FROM THE COURSE OF DEALING, USAGE, TRADE OR PERFORMANCE. CANADIAN TIRE BANK DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CANADIAN TIRE BANK ASSUMES NO RESPONSIBILITY FOR DAMAGE TO YOUR ELECTRONIC ACCESS DEVICE OR RELATED COMPUTER OR OTHER SYSTEM AS A RESULT OF USE OF THIS SITE.

**15.17. Limitation of Liability - DOES NOT APPLY IF YOU RESIDE IN QUEBEC.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CANADIAN TIRE BANK, AND ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, BUSINESS PARTNERS, CONSULTANTS AND LICENSORS (COLLECTIVELY, THE "CT PARTIES") BE LIABLE FOR ANY (I) ~~DIRECT~~, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR (II) DAMAGES FOR HARM TO BUSINESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, INTERRUPTION OF ACTIVITIES, OR ANY OTHER PECUNIARY OR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SITE, OR ANY PRODUCT OR SERVICE DESCRIBED OR PROVIDED ON THIS SITE EVEN IF ANY OF THE CT PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD REASONABLY FORESEE SUCH DAMAGES OCCURRING WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN ANY EVENT, THE CT PARTIES' TOTAL LIABILITY TO YOU, IN THE AGGREGATE, FOR ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SERVICES PROVIDED ON THIS SITE. In no event will any CT Party be liable for any damages of any kind arising from the use of any hyperlinked website. You agree that this limitation of liability is comprehensive and applies to all damages and causes of action of any kind.

**16.18. Availability in Certain Jurisdictions -** The Services are available only in jurisdictions where the Services may lawfully be offered, and any offer is void where prohibited by law.

**17.19. Third Party Links** - This Site may contain hypertext links ("hyperlinks") to third party websites and Canadian Tire Bank provides such hyperlinks only as a convenience. The inclusion of any hyperlink to a third-party website or references to products, services or publications should not be construed as an endorsement or approval by Canadian Tire Bank of such sites, products, services or publications. Your use of any other website hyperlinked to this Site is at your own risk and Canadian Tire Bank makes no representation or warranty regarding, and is not responsible for, the quality, content or reliability of any information in any hyperlinked website. You should be aware that linked sites contain their own terms and conditions, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that may differ from the provisions provided on this Site. Canadian Tire Bank is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

**18.20. Modification or Termination of Service** - Canadian Tire Bank reserves the right, in its sole discretion, to change, modify, restrict, suspend or terminate your access to all or any part of this Site or the Services at any time for any reason without prior notice to you and without any liability to you for doing so.

**19.21. Indemnification** - You agree to indemnify and save harmless CT Parties from and against any claim, cause of action, or demand, including without limitation and where permitted by applicable law, reasonable legal, accounting, and other professional fees, brought as a result of your use of this Site.

**2022. Changes to these Terms and Conditions** - Canadian Tire Bank reserves the right, at any time, to modify, alter, or update these Terms and Conditions, including the Privacy Charter incorporated by reference herein, and you agree to be bound by such modifications, alterations, or updates. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting on this Site or by electronic or conventional mail. You agree to regularly review these Terms and Conditions and to inform yourself of such revisions, and your continued access of the Site or use of the Services after the effective date of the change will be deemed to be your acceptance of any changes to these Terms and Conditions. If at any time these Terms and Conditions are no longer acceptable to you, please immediately cease all use of this Site.

**2123. Governing Law and Arbitration- DOES NOT APPLY IF YOU RESIDE IN QUEBEC** - These Terms and Conditions and your use of this Site and the Services will be construed in accordance with and governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein, without reference to any choice of law or conflict of law principles. The UNCITRAL Conventions on Contracts for the International Sale of Goods does not apply to these Terms and Conditions and the Services available on this Site.

If you reside in Quebec, these Terms and Conditions shall be governed by and construed in accordance with the laws of Quebec and the federal laws of Canada applicable therein. The courts of Quebec shall have exclusive jurisdiction in any dispute under or in connection with these Terms and Conditions.

**24. Arbitration - DOES NOT APPLY IF YOU RESIDE IN QUEBEC.** Concerns or complaints regarding this Site can be addressed by following ~~our~~Our Complaint Resolution Process, located at [ctfs.com/support](https://ctfs.com/support). Unless otherwise agreed by both parties in writing, any disputes or claims arising out of or related to these Terms and Conditions or your use of this Site will be resolved exclusively by binding confidential arbitration pursuant to the Arbitration Act 1991 (Ontario) or its successor legislation. Arbitration of all matters will be determined by a single arbitrator acceptable to both parties, acting reasonably, and all such arbitration proceedings will be held exclusively in Toronto, Ontario.

**25. Language -** The parties confirm that it is their express wish that these Terms and Conditions and all related documents be written in English. Il est de volonté expresse des parties que ~~le présent contrat~~les présentes modalités et tous les documents qui s'y rattachent soient rédigés en anglais.

**2226. General** - If any provision of these Terms and Conditions or part thereof will be deemed unlawful or unenforceable by an arbitrator or court of law of competent jurisdiction, then the impugned provision or part thereof will be deemed severed and will not affect the validity and enforceability of any remaining provisions. Except for any other agreement you may have with ~~us~~Us for any other product or service, these Terms and Conditions comprise the entire agreement between you and Canadian Tire Bank and supersede all prior agreements, representations, warranties and conditions between the parties regarding the subject matter contained herein. We reserve the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block or restrict access from a particular Internet address to the Sites and Services. The section headings referenced herein are for convenience purposes only. They do not constitute a part of these Terms and Conditions and will not limit or affect any of the provisions hereof, nor will they be used to interpret these Terms and Conditions.

**2327. Acceptance** - YOU HEREBY AFFIRM THAT YOU HAVE READ THESE TERMS AND CONDITIONS (INCLUDING THE PRIVACY CHARTER), AND AGREE TO BE BOUND THEREBY BY SELECTING "I HAVE READ

AND AGREE TO THE ONLINE ACCOUNT TERMS AND CONDITIONS". IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS (INCLUDING THE PRIVACY CHARTER), SELECT "CANCEL".