

Cardholder Agreement

Please read this agreement carefully and keep for your records. You should sign the back of your new Zoompass MasterCard Prepaid Card upon receipt. The Zoompass MasterCard Cardholder Agreement ("The Agreement") includes the Zoompass MasterCard Card ("Non-Reloadable Card"). In this Agreement, the words "you" and "your" and "Cardholder" mean the individual who purchased, or was provided with a Non-personalized MasterCard Card. "We," "us" and "our" mean Home Trust Company and or Zoompass. A "transaction" means any use of your Zoompass MasterCard Card to make a purchase or obtain cash. The anonymous Zoompass MasterCard Prepaid Card ("Reloadable Card") may also be referred to collectively as "MasterCard Card", "Card", "Cards" or "Zoompass MasterCard Card" in this agreement. The MasterCard Brand Mark is a registered trademark of MasterCard International Incorporated.

1. The Agreement: By activating, signing, using, or allowing another person to use the Card, you agree to the terms and conditions of this Agreement. If you do not agree to this Agreement, do not use your MasterCard Prepaid Card. Cancel by calling our Cardholder support centre toll-free at 1-888-ZOOM 2 GO (1-888-966-6246) Canada & U.S. We will refund the amount loaded to the Card if you cancel before any transactions have occurred.

2. Description of MasterCard Prepaid Card: This MasterCard Prepaid Card is issued by Home Trust Company pursuant to license by MasterCard International Incorporated. Use of this Card is governed by this agreement. The MasterCard Prepaid Card is a Prepaid Card and not a device that accesses money from an individual checking or savings account. When you use the MasterCard Prepaid Card, you are redeeming the value of the Card and not making a withdrawal from a deposit account. The MasterCard Prepaid Card is not a credit Card or charge Card and will not enhance your credit rating. You are not permitted to exceed the available balance on your Card for any POS. In the event that any transaction places your Card into a negative balance and/or you receive cash or credit in error, you agree to reimburse us upon demand for such amount.

3. Your Reloadable Card: Your card is non-reloadable.

4. Loading Your Card: Your card can only be loaded by the corporation who issued this card.

5. Card Limits: The maximum amount that may be loaded to your Card is \$1,000. In no event may the balance of any Card exceed \$1,000 at any time. This card is non-reloadable and has no cash access. Other limits may apply such as number and dollar amounts of POS purchases per day. These limits are subject to change and any changes or additions will be posted online at www.zoompass.com.

Zoompass MasterCard Prepaid Card Limits (Card is non-reloadable):

(Card Fees & Card Limits are subject to change.)

Maximum Balance At Any Time	\$1,000
Maximum Value per Load	\$1,000
Minimum Value per Load	\$10
Maximum Daily POS Purchase	\$1,000
Maximum POS Transaction	\$1,000

6. Card Fees: By accepting and using the MasterCard Prepaid Card, you are subject to various fees including Card monthly service fees, POS fees, and other fees as set forth in the chart below or any new fees that may be imposed from time to time. All fees are subject to change and any changes will be updated online at www.zoompass.com. You acknowledge that the fees have been and will continue to be disclosed to you, and you agree to pay any applicable fees for use of the Card and the services provided. These fees will be deducted from your Card balance. In the event that your Card balance is not sufficient to cover any applicable fees, you agree to submit payment to us on demand or reload your Card with an amount equal to or greater than the fees owing. The funds on the card will expire 90 days from the date of card activation.

Zoompass MasterCard Prepaid Card Fees (no cash access):

(Card Fees & Card Limits are subject to change.)

Monthly Maintenance Fee (starts 30 days from initial load)	\$2.98
POS Transaction Fee – Online (Domestic & International)	\$0.40
Foreign Currency Exchange Markup Fee	2.25%+bank rate

7. No Deposits. No Interest. No CDIC or DICO Insurance: Funds loaded onto the Cards through any means are not considered deposits and do not establish an individual deposit account for the Cardholder. Funds do not qualify for insurance by the Canadian Deposit Insurance Corporation or the Deposit Insurance Corporation of Ontario. Cardholders will not receive interest on the prepaid balance of their MasterCard Prepaid Card.

8. Use of Card. You may use your MasterCard Prepaid Card for the following transactions: To make purchases everywhere MasterCard is accepted electronically. No cash access. Use of a MasterCard Prepaid Card is subject to all rules and customs of MasterCard, and any other clearinghouse or network involved in a transaction, or load.

9. Recurring Automatic Transactions: While using the MasterCard Prepaid Card for recurring automatic transactions is permissible, it is the responsibility of the Cardholder to monitor the Card balance to make sure it is sufficient to cover the transactions. Because your Card is prepaid and does not carry a credit line, a merchant that you have authorized to submit recurring transactions may suspend or cancel your service if the Card does not have enough value when the recurring transaction is submitted.

10. Cardholder Responsibilities. The Cardholder is responsible for: Always knowing your Card balance and maintaining adequate value on your MasterCard Prepaid Card to pay for each transaction and all applicable fees. If you attempt to make a transaction for more than the value available on your Card, the transaction may be declined. You can check your Card balance anytime by visiting www.Zoompass.com or by calling 1-888-ZOOM 2 GO (1-888-966-6246); Obtaining paper records of each POS transaction for which you use your Card and ensuring that the transaction record is accurate; Obtaining paper records of each activation or reload transaction and ensuring that the transaction record is accurate; Agreeing that we may deduct the amount of your transactions and applicable fees, and any other amount owed to us in connection with any Reloadable Card, directly from the balance of your Card; Paying us immediately on demand if, for any reason, your Card does not have a sufficient balance to cover the amount of a transaction and amounts owed to us; Not authorizing anyone else to use your Card, or transfer your Card to anyone. You are not permitted to resell your Card; Not using your Card in an illegal reload or transaction; Taking reasonable steps to always protect the security and confidentiality of the Card number; Notifying us right away if you believe your MasterCard Prepaid Card has been lost or stolen or that someone has used or may use your Card without your permission. You can notify us by calling 1-888-ZOOM 2 GO (1-888-966-6246). Refer to "Lost or Stolen Cards; Your Liability for Unauthorized Use of Your Card"; Agreeing to cooperate with us in our investigation of any possible unauthorized use of your Card.

11. Amendments to fees and terms of this agreement: We reserve the right at any time to amend, change, delete or add to this Agreement and to apply any such modification to a MasterCard Prepaid Card that has been issued to you and to the value on your Card. We will provide you notice of any such modification as required by applicable law. If any changes are made for security purposes, we reserve the right to implement such change without prior notice. Any amendments to this agreement and the fees and services charges will be updated online at www.zoompass.com from time to time. If we decide not to enforce our rights or charge a fee in one situation, we are not giving up our right to enforce it or to charge the fee in a later situation.

12. Refunds and Merchant Disputes: If you are entitled to a refund for any reason, you agree to accept a credit to your MasterCard Prepaid Card instead of a cash refund, if the merchant does not provide cash refunds. You will settle all disputes regarding purchases you make using your Card directly with the merchant who honoured the Card. We are not responsible for the delivery, quality, safety, legality or any other aspect of any goods or services that you purchase from merchants with your Card. We are not responsible for any disputes arising out of the purchase of goods or services using the Card or the failure of any merchant to honour the Card.

13. When Value on Your Card is Available: Our policy is to make value that you load online or at an Authorized Retailer to your Card available for you to use immediately after you complete the transaction unless the retailer informs you otherwise.

14. Authorizations and Authorization Holds: When you use your MasterCard Prepaid Card to pay for goods or services, certain merchants may ask us to authorize the 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 and may place a temporary hold on your MasterCard Prepaid Card available funds for the amount indicated by the merchant. Some merchants may also add an amount to ensure that sufficient funds will be available to cover the final transaction (such as an estimated tip). If the amount of the authorization request exceeds the value on your Card, the transaction may be declined. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or a "hold" on your available balance for up to 90 days. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will however, only charge your MasterCard Prepaid Card for the correct amount of the final transaction, and will release any excess amount only when the transaction finally settles. Please note that we may not manually release authorizations without a certified letter or fax from the merchant. In addition, if you commence a purchase and the merchant obtains an authorization, and then you cancel the purchase without completing it, the authorization may still result in a temporary hold for that amount of funds for 10 days, or longer in some cases.

15. Sharing Information About You: We will disclose information to third parties about your MasterCard Prepaid Card or the transactions, loads, and reloads you make: 1) Where it is necessary for completing transactions, loads, or reloads; 2) In order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant; 3) In order to comply with government agency or court orders; 4) If you give us express permission; and 5) as otherwise provided in our Privacy Policy. Please refer to our Privacy Policy on our website at www.zoompass.com. You hereby agree to our collection, use, and sharing of

information about you and your MasterCard Prepaid Card as provided in our Privacy Policy.

16. Statements or Transaction History: You can view your account information and transaction history online at www.Zoompass.com.

17. No Liability: We will not be liable (a) if, through no fault of ours, you do not have enough money available on your MasterCard Prepaid Card to complete a transaction; (b) if the ATM, bank, or merchant where you are trying to obtain cash does not have enough cash; (c) if the system, ATM or POS terminal was not working properly; (d) if circumstances beyond our control (such as fire or flood) prevent or delay a transaction, load, or reload from being completed, despite reasonable precautions that we have taken; (e) if you attempt to use a MasterCard Prepaid Card that has not been properly activated or; (f) if the MasterCard Prepaid Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe a transaction was not authorized by you.

18. Foreign Transactions: If your MasterCard Prepaid Card is used in a transaction that is submitted to the MasterCard network in a currency other than USD dollars, MasterCard will convert the transaction amount into USD dollars using its currency conversion procedure. Under the currency conversion procedure that MasterCard currently uses, the non-USD dollar transaction amount is converted into a USD dollar amount by multiplying the transaction amount in the non-USD dollar currency by a currency conversion rate. The currency conversion rate that MasterCard typically uses is either a government-mandated rate, or a wholesale rate provided to MasterCard. The currency conversion rate that MasterCard uses for a particular transaction is the rate MasterCard uses for the applicable currency when the transaction is processed. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your MasterCard Prepaid Card, and may be higher than the rate you could have gotten if you had converted USD dollars into cash. If a transaction initially in a foreign currency is converted to USD dollars before it is entered into the MasterCard network, the conversion rates and fees of the company that did the conversion will apply. We charge a fee of 2.25% of the dollar amount of each point of sale transaction that you make in currency other than USD.

19. Termination; Expiration: We may, at any time, suspend your MasterCard Prepaid Card and your ability to use your Card, for any reason allowed by law, such as if we suspect possible fraud or suspicious activity, or for security reasons. We may, at any time and for any reason, terminate the Card and your use of the Card. Your Card will expire on the expiration date on the Card. Upon termination or expiration, we may stop accepting loads to and/or transactions from your Card and we may decline to authorize a transaction made to the Card. If we terminate your Card, or it expires and we do not provide a substitute or replacement Card, we will return to you any value remaining unless prohibited by law. If we terminate your Card or it expires, a cancellation fee equal to the amount of the balance on the Card will apply unless prohibited by law. You remain responsible for any use of your Card even after the Card is terminated or expires. To the extent permitted by law, you agree to pay attorneys' fees and collection costs we incur in collecting amounts you owe us and enforcing our rights under this Agreement.

20. Discontinuance of Service: If we cease to provide services for the Cards and if you have a positive balance at the time your Card becomes deactivated, we may arrange for a new Card to be issued to you by a different supplier whereby your Card balance will be transferred to the new Card or we may issue a payment to you for the amount of the Card balance subject to certain terms and conditions that may apply at that time.

21. Lost or Stolen Cards; Your Liability for Unauthorized Use of your Card: Notify us immediately if you believe your MasterCard Prepaid Card has been lost or stolen by calling 1-888-ZOOM 2 GO (1-888-966-6246), 24 hours a day, 7 days a week. Under the MasterCard Zero Liability Protection for Lost & Stolen Cards, you will not be liable for any unauthorized POS transactions made with your lost or stolen Card provided you have exercised reasonable care in safeguarding your Card from any unauthorized use and have not been grossly negligent or have engaged in fraud. This policy does not apply to ATM transactions where the PIN is used. You are responsible for the full amount of all activity and unauthorized or fraudulent activity resulting from the use of your Card when the PIN is used. Once you report your Card lost or stolen, we will immediately cancel your Card and issue a replacement Card and transfer the remaining balance from your cancelled Card after all transactions have been processed. A replacement Card fee will apply of \$10.00.

22. Notice of Error Resolution Rights for Your MasterCard Prepaid Card: In case of errors or questions about your MasterCard Prepaid Card, call us at 1-888-ZOOM 2 GO (1-888-966-6246) or email us at support@zoompass.com as soon as possible if you think an error has occurred on your Card. We must allow you to report an error until 30 days after the earlier of the date you electronically access your Card, if the error could be viewed in your electronic history, or the date on which the error appeared. You will need to inform us of: 1) Your name and MasterCard Prepaid Card number; 2) Why you believe there is an error, and the dollar amount involved; 3) Approximately when the error took place. If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we may credit your Card within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card. For errors involving new Cardholders, point-of-sale, or foreign-initiated transactions, loads, or reloads, we may take up to 90 days to investigate your complaint or question. For new Cardholders, we may take up to 20 business days to credit your Card for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

23. Governing Law: This Agreement and all aspects of your relationship with us with regard to your MasterCard Prepaid Card are governed by and construed in accordance with the laws of the Province of which you first obtained your Card.

24. Entire Agreement: This Agreement constitutes the entire agreement between you and us relating to the MasterCard Prepaid Card and supersedes any other prior or contemporaneous agreement between you and us.

25. Assignment: This agreement or the obligations in this agreement is not assignable by the Cardholder. We may assign this agreement to another party at any time. The Reloadable or Non-Reloadable Cards are provided to the Cardholder only. The Cardholder may not assign, sell, transfer or lend the Card(s) to others.

26. Severability: If any provision of this Agreement is determined to be void or unenforceable, all other provisions of this Agreement shall remain valid and enforceable.