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## **BANK PREPAID CARD AGREEMENT**

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

### **IMPORTANT INFORMATION FOR CARD RECIPIENT—DO NOT DISCARD**

#### **SECTION 1. GENERAL INFORMATION**

This Agreement contains the terms and conditions of the Card. **Please read this Agreement carefully and keep it for your records.** By purchasing, accepting or using the Card, you agree to be bound by this Agreement. "Card" means the Card issued by Bank of America, N.A., an authorized foreign bank under the *Bank Act* (Canada). "Retailer" means a retail establishment that is at or near the Shopping Centre and is authorized to accept the Card. "Shopping Centre" means the shopping centre, shopping mall, or other shopping venue, district or association named on the Card; and, if the Card is usable at multiple Shopping Centers owned or operated by a common entity, then the term "Shopping Centre" collectively refers to all such Shopping Centres. "You" means the person who has received the Card. "We", "us", and "our" mean Bank of America, N.A., acting through its Canadian Branch.

The Card is a payment card that can be used to purchase goods and services at authorized Retailers located at or near the Shopping Centre. You may use the Card to make purchases up to the dollar value of the amount of money loaded onto the Card, less any fees charged under this Agreement, and subject to the terms and conditions set out in this Agreement. The funds loaded on the Card are collected by the Shopping Centre and held by us in a pooled account with funds associated with other cards. The funds on the Card are not insured by the Canada Deposit Insurance Corporation, nor are they insured by any other regulatory body. You will not be paid or earn interest on the amount of the Card. The issuance of the Card does not establish, and is not linked to, a deposit account.

The Card is not a credit card and can be used only for the amount of money loaded onto the Card. When you use the Card, the amount available on the Card will be reduced by the amount of each purchase until it reaches zero. The Card is subject to the fees described in Section 12 of this Agreement, except where such fees are prohibited by applicable law. You may not add any funds to the Card. Your ability to make purchases with the Card will end when the Card amount reaches zero.

#### **SECTION 2. TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS**

**Point-of-Sale Transactions.** You may use the Card to purchase goods and services only at authorized Retailers located at or near the Shopping Centre. For information about the Shopping Centre and Retailers, please visit the Shopping Centre information desk, the Shopping Centre website, which may be identified on the back of the Card, or call 1.800.840.5604.

If you attempt to use the Card for a purchase amount that is greater than the amount on the Card, your transaction will be declined. However, if the purchase amount is greater than the amount on the Card, most Retailers will permit you to pay the difference with alternative methods. You must inform the Retailer **before** beginning your transaction if you wish to pay a portion of the purchase amount using the Card. You do not have the right to stop payment on any point-of-sale transaction originated by the use of the Card. You agree that we are not responsible for goods or services purchased with the Card, and we are not responsible if any Retailer refuses to accept the Card or for any other actions of the Retailer. The return policy of the Retailer at which the Card is used is the applicable return policy. You will resolve disputes directly with the Retailer

on purchases made using the Card and returns thereof, and if you receive a refund relating to a Card transaction, you agree to accept a credit to the Card as the method of refund. Any credit to the Card may not be available for use by you for up to 10 business days. A credit to a zero balance Card will reinstate the Card.

**Cash Transactions.** The Card does not permit any type of cash transactions. Except as stated in Sections 9 and 10 of this Agreement and except as required by applicable law, the amount on the Card, including a small or *de minimus* balance, will not be redeemable or refundable for cash.

**Remaining Amount.** It is important that you track the amount remaining on the Card. You may check the remaining amount on the Card at any time at no charge by calling 1.800.755.8608 or visiting [www.getmybalance.com](http://www.getmybalance.com). **The Maintenance Fee described in Section 12 will reduce and may exhaust the entire Card amount, except where such fee is prohibited by applicable law.**

**Legal Transactions.** You agree that you will only use the Card for transactions that are legal. You agree that we may decline transactions we believe may be illegal or in violation of the applicable network rules. You also agree that if we do not decline the transaction, we may charge the Card and we are not liable to you if you engage in an illegal transaction.

**Limitations on Use.** You agree that you will not use the Card to pay tips or gratuities, to make recurring payments, to make preauthorized transactions (which are prepaying for a hotel stay, a car rental, or at the pump for gas or other transactions where the actual or final amount of the transaction is unknown at the time the Card is authorized for use), to make payment on a credit account, to pay for any gambling transaction or to pay for any illegal transaction. You agree that you will not use the Card for any "card not present" transactions, such as online purchases. You agree that you will not use the Card at any non-participating or unauthorized retailer locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement. Unless prohibited by applicable law, the Card may be canceled, repossessed, locked or revoked at any time without prior notice. The Maintenance Fee will be assessed on a locked or revoked Card, except where such fee is prohibited by applicable law.

**Authorized Use of Card.** If you authorize someone else to use the Card, you will be responsible for any transactions initiated by such person(s) with the Card even if you intended to limit that person's use of the Card to a particular amount or particular time. You agree to keep the Card in a safe place, and to report any suspected unauthorized use of the Card immediately to 1.800.840.5604. **PROTECT THE CARD LIKE CASH.**

**Overdrafts.** The amount on the Card will be reduced by the amount of your transactions plus applicable Maintenance Fees, except where such fees are prohibited by applicable law. Any transaction that will create a negative amount (overdraft) on the Card is not permitted. However, if an overdraft on the Card does occur, you agree to pay us on demand the amount of such overdraft. You agree that we may lock or revoke the Card, without notice, unless prohibited by applicable law, if we do not receive funds from you in the full amount of the activated balance on the Card.

#### **SECTION 3. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF A LOST OR STOLEN CARD**

If you believe that the Card has been lost or stolen: call toll free 1.800.840.5604, 24 hours a day, 7 days a week, or write to: Bank of America, 3007 Kingston Road, Suite 123,

Toronto, Ontario M1M 1P1. Subject to acceptable proof of Card ownership, we will make reasonable efforts to lock a lost or stolen Card from further use. If you notify us promptly of a lost or stolen Card and we are able to lock it from further use, you will not be liable for any further transactions associated with the lost or stolen Card.

You may request a replacement Card for a lost or stolen Card at the Shopping Centre. A replacement Card will not be issued unless you present adequate proof of purchase, the 16 digit Card number, and your full identification. Requests to replace a Card may be denied by us or the Shopping Centre, in either's discretion, in the event we or the Shopping Centre suspects fraudulent or unlawful activity or improper Card use. If the replacement is approved, a new Card will be issued and activated in the amount remaining on the Card, if any, at the time of the replacement. You may be charged a Replacement Card Fee described in Section 12 of this Agreement, except where such fee is prohibited by applicable law. The Maintenance Fee will be assessed through the date, if any, when a replacement Card is issued, except where such fee is prohibited by applicable law.

#### **SECTION 4. VALID THRU DATE**

**FUNDS DO NOT EXPIRE.** The plastic card will be unusable after the "valid thru" date stored on the magnetic stripe of the Card. To obtain the "valid thru" date, go to [www.getmybalance.com](http://www.getmybalance.com) or call 1.800.755.8608. The "valid thru" date is not an expiration date on the Card funds. The amount remaining on the Card will be available until the amount reaches zero. The Card funds will be temporarily unavailable after the "valid thru" date until you obtain a free replacement Card. You may present and exchange the unusable card at no charge for a replacement Card, which will be activated in the amount remaining on the Card at the time of the exchange. Replacements may take up to 30 days to process. For inquiries about exchanging an unusable card, call 1.800.840.5604. The Maintenance Fee will be assessed through the date when a replacement Card is issued, except where such fee is prohibited by applicable law.

#### **SECTION 5. BANK'S LIABILITY; LIMITATION OF LIABILITY; ERROR RESOLUTION PROCEDURES**

##### **a. Bank's Liability.**

If we do not complete a transaction arising from the use of the Card on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (i) if, through no fault of ours, the amount on the Card is insufficient to complete the transaction; or
- (ii) if the point-of-sale terminal was not working properly and you knew about the breakdown when you started the transaction; or
- (iii) if circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken; or
- (iv) if the Card has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card.

In addition, you acknowledge that we outsource various services in respect of the Card to affiliates and service providers which may be located outside of Canada. Accordingly, our ability to perform the services contemplated under this Agreement will depend upon the ability of our affiliates and service providers to perform the services contemplated under this Agreement, which

will be subject to the laws of the foreign jurisdictions where those affiliates or service providers are located.

**b. Limitation of Bank's Liability for Unauthorized Transactions.**

Our liability is limited to reimbursing you for the amount of an unauthorized transaction, up to the amount on the Card immediately before the unauthorized transaction occurs. However, we will only be liable for any such amount after you have notified us that the Card has been lost or stolen and if we were able to lock the Card from further use. For example, if you are unable to provide us with the Card number or other information that allows us to obtain the Card number, then we will be unable to lock the Card. We are not liable for any claims of special, indirect or consequential damages.

**c. Error Resolution Procedures.**

In case of errors or questions about your transactions:

Telephone us at 1.800.840.5604 or write to Bank of America, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1.

Call or write us as soon as you can in case of errors or questions about transactions arising from the use of the Card. We must hear from you no later than 60 days after the date of the transaction in question.

(i) Tell us your name and Card number.

(ii) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(iii) Tell us the dollar amount of the suspected error.

If you tell us orally, 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 will credit the Card within 10 business days for the amount you think is in error, so that you will have the use of that amount 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 the Card.

For errors involving Cards issued less than 30 days or point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For Cards issued less than 30 days, we may take up to 20 business days to credit the 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 documents that were used in the investigation.

We reserve the right to correct the Card balance if we believe that a clerical, billing or accounting error has occurred.

**SECTION 6. PERSONAL INFORMATION**

You agree that we, our affiliates, and service providers may collect information about you from you when you purchase the Card, when you contact us, and through your use of the Card ("Personal Information"). You agree that we, our affiliates and service providers may collect and use your Personal Information and disclose it to third parties as necessary for the following purposes and in the following circumstances: (a) to provide the Card to you; (b) to authorize, process, and administer transactions and information in connection with the Card; (c) to verify your identity; (d) to respond to your inquiries and otherwise communicate with you; (e) in connection with detecting and preventing fraud, and otherwise in connection with risk management, security, and internal policy requirements; (f) to meet requirements under anti-money laundering and anti-terrorist financing laws and under other legal, regulatory, audit, processing and industry self-regulatory requirements, including as required by Canadian federal and provincial and foreign laws

applicable to us, our affiliates and service providers; (g) to enforce this Agreement, collect any amounts owing by you to us, and to report losses incurred by us; (h) in compliance with any agreement between us and a professional, regulatory or disciplinary body; (i) in connection with the potential or intended sale of business by us, any of our affiliates or service providers, or in connection with any other assignment of our rights and obligations under this Agreement; and (j) as otherwise permitted or required by law. You agree that we may disclose your Personal Information to our affiliates and service providers and to any assignees or successors for the purposes described above and that such parties may use and disclose your Personal Information as described above. Our affiliates and service providers may be located outside of Canada, and accordingly, your Personal Information may be transferred or processed outside of Canada for the purposes described above and your Personal Information may be subject to legal requirements in foreign jurisdictions, such as requirements to disclose information to government authorities of such jurisdictions. If you provide Personal Information to us for the purpose of requesting a Replacement Card, such Personal Information will be collected by or transferred to our service provider(s) located in the United States for the purpose of processing and responding to your request. You consent to the collection, use, and disclosure of your Personal Information as described above for so long as required to fulfill the purposes described above. If you are a corporation or other entity, we may also use your Personal Information to market our prepaid card programs to you. For more information or if you have any questions (including with respect to service providers) you may contact one of our Customer Service Representatives at 1.800.840.5604.

**SECTION 7. RECORDING AND MONITORING TELEPHONE CALLS**

The telephone calls between you and us or our service providers may be recorded or monitored. We need not remind you of the recording or monitoring before each call unless we are required to do so by law.

**SECTION 8. GOVERNING LAW; SEVERABILITY**

This Agreement will be governed by the laws of the Province in which the Card was purchased and the federal laws of Canada applicable therein. All provisions of this Agreement are void where expressly and to the extent prohibited by applicable law. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be eliminated or

adjusted to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**SECTION 9. YOUR LIMITED RIGHT TO CANCEL**

If the Card has not been used and you do not want the Card, you may cancel this Agreement and return the Card before it is used along with the original receipt, by mail postage prepaid, to ATTN: Card Refunds, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1 within 30 calendar days after the Activation Date (as defined in Section 12). If the Card is timely returned before it is used, you will receive a refund in the amount on the Card. Time is of the essence in returning the Card. No refunds will be honored unless (a) the Card is returned unused by mail post-marked within the 30 calendar day period; and (b) you provide your name and mailing address with the returned Card and the original receipt. Information concerning this cancellation program may be obtained by calling 1.800.840.5604. Requests for cancellation may take up to 60 days to process.

**SECTION 10. TERMINATION OF PROGRAM**

We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by returning the Card by mail, postage prepaid, to ATTN: Card Refunds, 3007 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. **No refunds will be honored unless (a) the Card is returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to 60 days to process.** For inquiries concerning surrenders and redemptions, call 1.800.840.5604. Until the Card is surrendered, all fees described in Section 12 will continue to apply, including the monthly Maintenance Fee, except where such fees are prohibited by applicable law.

**SECTION 11. AMENDMENT AND ASSIGNMENT**

We may amend this Agreement prospectively at any time without notice to you other than posting any amendment on [www.getmybalance.com](http://www.getmybalance.com), and you agree that posting of any amendment on [www.getmybalance.com](http://www.getmybalance.com) will be effective notice to you of that amendment. You may obtain the current version of this Agreement at any time by visiting [www.getmybalance.com](http://www.getmybalance.com) or by calling us at 1.800.840.5604. We may assign, without recourse, our duties and obligations as issuer of the Card to another entity.

**SECTION 12. FEES**

Unless otherwise noted below, all fees are imposed by and retained by us.

**Purchase Fee** Except where prohibited by applicable law, the Shopping Centre may charge a fee directly to the purchaser of the Card for the purchase and/or activation of the Card in the amount disclosed to the purchaser at the time of sale. The purchase fee, if any, will be paid directly by the purchaser to the Shopping Centre and will not be deducted from the amount on the Card. We will not retain any portion of the purchase fee.

**Maintenance Fee** Except where prohibited by applicable law, a nonrefundable maintenance fee will be automatically deducted by us each month from the Card balance, as consideration for maintaining your Card account, in the amount stated on the Card back commencing on the date stated on the Card back. For the Activation Date, which is the date when the funds are loaded on the Card in conjunction with the purchase of the Card, and the Card transaction history, visit [www.getmybalance.com](http://www.getmybalance.com) or call 1.800.840.5604.

**Replacement Card Fee** If a replacement Card is issued for a lost or stolen card, a Replacement Card Fee may be charged directly to the Cardholder in the amount stated on the Card back, unless prohibited by applicable law.

**SECTION 13. RESOLVING COMPLAINTS AND FCAC**

If you have a complaint regarding a matter related to this Agreement, please call us at 1.800.840.5604. We will do our best to resolve your complaint or inquiry. If for some reason we are unable to do so to your satisfaction, you may communicate the complaint or inquiry in writing to: Ombudsman for Banking Services and Investments, P.O. Box 896, Station Adelaide, Toronto, Ontario M5C 2K3. If your complaint or inquiry concerns any consumer provision found in the federal banking legislation applicable to us, please contact the Financial Consumer Agency of Canada at 1.866.461.3222 or in writing at 6<sup>th</sup> Floor, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9.