

Home Trust Equityline<sup>®</sup> *Visa*<sup>\*</sup> Card  
 DISCLOSURE STATEMENT

This Disclosure Statement applies to the Account and each Card issued on the Account.

<b>Initial Credit Limit</b>	The amount up to which credit is extended can be found on this page along with the Card(s)
<b>Annual Interest Rate</b>	The Interest Rate is in effect the day your Account is opened, and is set out on each monthly Account Statement, expressed as an annual percentage rate. Purchases and Cash Advances: <b>4.99%</b>
<b>Interest-Free Grace Period</b>	<b>21 Days</b> <u>Purchases:</u> Your payment due date will be at least 21 days after the statement date. There will not be any interest charges on the amount of any Purchase appearing on your Account Statement for the first time if the New Balance shown on your Account Statement is paid in full by the Due Date, even if you are carrying a balance from the previous month. <u>Cash Advances:</u> There is no interest-free period on Cash Advances.
<b>Determination of Interest</b>	Interest is charged on the amount of each Interest-Bearing Purchase and Cash Advance from (and including) the transaction posting date until payment is received in full. Interest accrues daily and is calculated monthly.
<b>Minimum Payment</b>	<b>0.75% or \$10.00</b> The minimum payment for the Account will be the greater of <b>\$10.00</b> or <b>0.75%</b> of the New Balance shown on your Account Statement, and any amount by which the New Balance exceeds your Credit Limit.
<b>Foreign Currency Conversion</b>	For Purchases or Cash Advances in a foreign currency, that foreign currency will be converted into Canadian dollars at an exchange rate set by <i>Visa</i> International, in effect on the day the transaction is posted to your Account.
<b>Other Fees</b>	<p> <u>Account Set Up Fee:</u> Up to <b>3%</b> of your approved Credit Limit. This is a one-time, non-refundable fee and it will be charged on your first Account Statement.         </p> <p> <u>Collateral Security Fees:</u> These are costs incurred in establishing and discharging acceptable collateral to secure payment of existing and future obligations under the Cardholder Agreement and on the Account. These may include:         </p> <p> <b>Title Search Fee: \$35.00</b>, charged on your first Account Statement         </p> <p> <b>Mortgage Title Fee:</b> up to a maximum of <b>\$781</b> for basic services (varies by province), charged on your first Account Statement.         </p> <p> <b>Mortgage Discharge Fee</b> (varies by province and is subject to change):         </p> <p>         Alberta no fee, British Columbia <b>\$75</b>, Manitoba and Maritimes <b>\$200</b>, Ontario <b>\$295</b> (plus <b>\$70**</b> if discharge done online).         </p> <p> <u>Other Fees:</u> These are fees charged for services requested by you and will be charged on the day the transaction occurs:         </p> <p> <b>ATM Fees: \$2.00</b> for a Cash Advance from an ATM displaying the <i>Visa</i> or Plus logo located in Canada; <b>\$4.50</b> if the ATM is located in United States; <b>\$5.50</b> if the ATM is located outside Canada and the United States. This is in addition to any other charges that may be levied by the owner/operator of the ATM.         </p> <p> <b>Dishonoured (NSF) Cheque Fee: \$45.00</b> for each cheque or other instrument used to pay Debt that is dishonoured by the financial institution on which it is drawn.         </p>

	<p><b>Convenience Cheque Fee: \$10.00</b> for each convenience cheque processed.</p> <p><b>Convenience Cheque Copy Fee: \$5.00</b> for a copy of a processed convenience cheque.</p> <p><b>Statement Copy Fee: \$5.00</b> for a copy of your Account Statement for any other period other than the current statement period.</p> <p><b>Sales/ Cash Advance Draft Copy Fee: \$5.00</b> for each copy of a Purchase or Cash Advance draft. No charge will be applied for any copy of a draft to which an Account posting error is determined.</p> <p><b>Over Limit Fee: \$29.00</b> if the Debt is permitted to exceed the Credit Limit during any period covered by an Account Statement.</p>
<b>Default Charges</b>	<p>In the event that any payments are not made when due or there is default in performance of any term of the Cardholder Agreement or the collateral security for the Account, the following charges may be imposed:</p> <p><b>Dishonoured (NSF) Cheque Charge: \$45.00</b> for each cheque or other instrument used to pay Debt that is dishonoured by the financial institution on which it is drawn;</p> <p><b>Collection Fees:</b> All costs we incur where a collection agency or a law firm is used to collect amounts due;</p> <p><b>Security Costs:</b> Reasonable costs incurred to protect the property and enforce the collateral security including legal fees and amounts we pay for realty taxes, condominium fees and other property expenses; and</p> <p><b>Interest:</b> Interest on overdue payments and on the foregoing amounts from the date incurred</p>

® Registered trademark of Home Trust Company.

\*\* Plus tax, where applicable. GST#: 10238 8600 RT0001

**Home Trust Equityline® Visa\* Card  
CARDHOLDER AGREEMENT**

**What the Words Mean:** As this Agreement and the Disclosure Statement are read, please remember that, **"I", "me" and "my"** mean the Applicant for the Account and a Card. If there is a Co-Applicant for a Card, these words also mean the Applicant and each Co-Applicant individually, and **"we", "us" and "our"** mean the Applicant and each Co-Applicant collectively; and **"you" and "your"** mean Home Trust Company. Please also remember that in this Agreement and the Disclosure Statement,

**"Account"** means the Home Trust Equityline Visa account you have opened in the Applicant's name to which all Debt is charged;

**"Account Statement"** means your written statement of the Account that you prepare for the Primary Cardholder approximately every four (4) weeks [the period covered by each Account Statement will vary between twenty seven (27) days and thirty four (34) days];

**"Applicant"** means the individual who has signed the Application as the applicant;

**"Application"** means the request made to you for the Account and my Card(s);

**"Authorized User"** means the holder of a supplementary Card who has been authorized by the Applicant to use the card;

**"Card"** means the Visa credit card(s) you issue on the Account in my name or Co-Applicant's name and all renewals of and replacement for the credit card(s);

**"Cash Advance"** means an advance of cash (or equivalents to cash, including balance transfers, convenience cheques, wire transfers and electronic funds transfers) that is charged to the Account with or in connection with my Card(s);

**"Co-Applicant"** means an individual who has signed the Application as a co-applicant and is jointly and severally liable for the amount of the Interest Bearing Balance;

**"Collateral"** means acceptable security that I establish with you;

**"Credit Limit"** means the maximum amount of Debt that can remain outstanding and unpaid at any time in the Account;

**"Debt"** means all amounts charged to the Account with or in connection with the Card(s) including Purchases, Cash Advances, interest, service fees and other charges;

**"Disclosure Statement"** means your written statement of the Interest Rates, service fees and other charges, and the minimum payment for the Account set out in a document accompanying my Card(s) when you issue it to me and in any other document or statement you may send to me from time to time;

**"Due Date"** means the date indicated as such on an Account Statement;

**"Interest-Bearing Balance"** means the unpaid balance of the Debt outstanding in the Account that is made up of any combination of Interest-Bearing Purchases and Cash Advances;

**"Interest-Bearing Purchase"** means a Purchase appearing on an Account Statement for the first time that is not paid in full by the Date Due and subject to interest as provided in this Agreement;

**"Interest Rate (Cash Advances)"** means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

**"Interest Rate (Interest-Bearing Purchases)"** means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase;

**"Interest Rates"** mean, collectively, the Interest Rate (Cash Advances) and the Interest Rate (Interest-Bearing Purchases);

**"New Balance"** means the amount indicated as such on an Account Statement;

**"Overpayment"** means any payment greater than the minimum balance due as shown on each Account Statement;

**"Pay Ahead"** means that if I make an overpayment, and the overpayment satisfies the next month's minimum payment, the statement will display "zero" as the next minimum payment;

**"Personal Identification Number (PIN)"** means the personal identification number for use at an Automated Teller Machine that has been assigned to my Card(s) in your prescribed manner;

**"Primary Cardholder"** means the individual who applied for the Account, the Applicant;

**"Purchase"** means a purchase of goods or services (or both) that is charged to the Account with or in connection with my Card(s);

**"Statement Date"** means the date indicated as such on an Account Statement.

I agree with you as follows:

**1. General Terms of Agreement:** This Agreement and the Disclosure Statement apply to the Account and my Card(s). This Agreement replaces all prior cardholder agreements between you and me for the Account, and for my Card(s). If I sign, use or accept my Card(s), it will mean that I have received and read this Agreement and the Disclosure Statement. It will also mean that I have understood and agreed with you to everything written here and in the Disclosure Statement. I should keep a copy of the most current Agreement for my records.

**2. Card Use:** I may use my Card(s) to obtain advances of money from you through Purchase transactions, Cash Advance transactions, and other transactions you permit from time to time. The use of the Account and my Card(s) is governed by this Agreement. I must not use my Card(s) after the expiration date shown on it or after you have

revoked any of the rights and privileges attached to the card or after the termination of this Agreement. I acknowledge responsibility for care and control of both my Account number and my PIN. I/we must keep possession of my Card(s) and keep my PIN strictly confidential as well as take all reasonable precautions to ensure no one finds out my PIN.

**3. Card Ownership:** You are the owner of my Card(s). No one but the person named on the Card is permitted to use it. I do not have the right to assign or transfer this Agreement, the Account or my Card(s) to anyone else. You may assign this Agreement or any of your rights under it without notice or consent.

**4. Lost or Stolen Card:** I must tell you at once if my Card is lost or stolen or if I suspect it is lost or stolen, and provide all pertinent information that is requested to aid in the recovery of the Card. I may do this in the way you have set out on each Account Statement. If my Card is lost or stolen, I will be liable to you for all Debt resulting from the loss or theft of my Card that is incurred before the time I tell you about that loss or theft through any one or more transactions on the Account in which my Card and Personal Identification Number have been used together to complete those transactions. I will not be liable to you for any Debt resulting from the loss or theft of my Card that is incurred after the time I tell you about that loss or theft.

**5. Credit Limit:** You will set a Credit Limit for my Account. You will tell me what the current Credit Limit is on the document accompanying my Card(s) when you issue it to me, and on each Account Statement. I will not permit the Debt I owe to you at any time to exceed the Credit Limit. I understand that the use of my Card(s) and the Account may be suspended, or a fee as disclosed may be levied, at your discretion, if the Credit Limit is exceeded.

**6. Collateral:** I understand that it is a specific condition of your approving my application that I submit and maintain Collateral with you. I grant you a security interest and pledge and assign to you any and all Collateral to secure payment of all my existing or future obligation under this Agreement and on my Account. You may choose to increase my Credit Limit without requiring me to add to the Collateral. You may retain the Collateral until the latest of the following events: (i) ten (10) weeks from the time we receive from you all of the unexpired Card(s), cut in half, or (ii) ten (10) weeks from the time of termination of your Account.

**7. Liability for Debt:** Subject to Section 4, I will be liable to you for all Debt charged to the Account no matter how it is incurred and even though, in the case of one or more Co-Applicants or an Authorized User, you do not send Account Statements to each of us. If there is one or more than one Co-Applicant, we will be jointly and severally liable to you for all of that Debt and everything else we have agreed to with you in this Agreement.

If I am in default of payment for any reason, you may apply any money raised through the sale of Collateral I (or any one or more of us) have submitted to you against any Debt I (or any one or more of us) have not paid to you as required under this Agreement, without notice to me (or any of us).

**8. Payment of Debt:**

- (a) Subject to sub-Sections 8(b), 8(c) and Section 12, I may pay the Debt I owe to you in full or in part at any time.
- (b) Subject to sub-Section 8(c) and Section 12, I must make one of the following payments of the Debt shown on each Account Statement by the Due Date shown there in order to keep the Account up-to-date:
  - (i) a payment in full of the New Balance shown on the current Account Statement if that New Balance is less than \$10.00,
  - (ii) a payment of not less than the minimum payment shown on the current Account Statement which will be determined in the manner set out in the Disclosure Statement, or
  - (iii) any payment greater than the above.
- (c) PAY AHEAD FEATURE – As an added benefit, any time an overpayment is made, and the overpayment satisfies the next month's minimum payment, the statement will display "zero" as the next minimum payment.
- (d) I must also pay, in addition to the amount set out in sub-Section 8(b), the amount of any Debt shown on the Account Statement that exceeds the Credit Limit.
- (e) I must keep the Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, (for example, a postal disruption) any one or more Account Statements to me. I must contact your Card Centre by telephone (1-877-727-6883) at least once a month during such a delay or interruption to obtain any payment information I do not have and need to know in order to comply with this Section.

I will maintain all reasonable efforts to ensure my payment(s) will not exceed the Debt owed.

**9. Interest Charges:**

- (a) **Interest-Free Purchases:** I will not pay interest on the amount of any Purchase appearing on an Account Statement for the first time that is paid in full by the Due date shown there provided (i) all other Debt shown on the Account Statement is also paid in full by that Due Date; and (ii) I paid all Debt shown on the Account Statement for the preceding billing period in full by its Due Date.
- (b) **Interest-Bearing Balance:** I will pay interest on the Interest-Bearing Balance at the Interest Rates then in effect and in the manner described below and in sub-Section 9 (c).  
You will charge me interest:
- (i) on the amount of each Interest-Bearing Purchase from (and including) the transaction posting date recorded for them on the Account statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and,
  - (ii) on the amount of each Cash Advance from (and including) the day I obtain them to the day you receive payment in full of the Interest-Bearing Balance.
- You will not charge me interest on billed interest.
- (c) **Interest Calculation:** The interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances and Cheques by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and Cheques) in effect and dividing the result by the number of days in the year.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances) in effect and dividing the result by the number of days in the year.

You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchases) in effect and dividing the result by the number of days in the year.

You will post the interest I owe on the Interest-bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing balance for that period can only be calculated and included on the Account Statement that shows the payment.

You will charge interest on all service fees described in the attached Disclosure Statement as though they were Interest-Bearing Purchases.

**10. Application of Payments:** You will apply each payment of the Debt in the following order: interest charges; service fees and other charges; billed Cash Advances; Interest-Bearing Purchases, unbilled Cash Advances; and unbilled Purchases. All payments must be made in Canadian dollars. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting me in default of it.

Your pre-authorized payment service will allow me to have my minimum payment due to be automatically deducted from my bank account on the Due Date.

Additional payments may be made by mail, by sending the remittance slip accompanying each statement together with a cheque or money order. Alternatively, additional payments may be made at any Financial Institution in Canada that displays the *Visa* logo. Payments must be received by Home Trust Company by the Due Date in order to be processed by the Due Date.

**11. Service Fees and Other Charges:** I must pay all service fees and other charges that apply to the Account, as described in the Disclosure Statement and in any document or other written statement you may send to me from time to time. You will charge them to the Account at the time I incur them.

**12. Default:** I will be in default if I fail to make any payment when due, exceed my credit limit and not pay the excess when due, become a subject of bankruptcy or insolvency proceedings, die, fail to comply with any of the terms of this Agreement, or provided false information to obtain my Account. If I am in default, (i) I must pay all debt at once and (ii) you may seize the Collateral that I granted to you, all without notice or demand. Also, you may revoke any of the rights and privileges attached to my Card(s) and Account, cancel my Card(s) and terminate this Agreement as to future Purchases or Cash Advances, all without notice. I agree to cut in half and immediately return my Card(s) to you upon demand.

**13. Automated Banking Machines:** I may use my Card together with my PIN to make transactions on the Account at those banking machines and terminals which display the *Visa* logo, and at any other banking machines and terminals you designate from time to time, subject to my agreement with you governing the use of my PIN.

I acknowledge that I may make Cash Advances until I reach my Credit Limit. After this maximum is reached, additional requests for Cash Advances will be declined until I make a payment on my Account.

**14. Illegal Transactions:** I acknowledge that I will not use my Card(s) for any illegal transactions or to purchase any illegal products or services.

**15. Changes to Disclosure Statement:** You may change the Interest Rates, service fees and other charges, and the minimum payment for the Account set out or referred to in the Disclosure Statement periodically. I will be given at least thirty (30) days prior written notice of each change, directed to the Applicant's address last appearing on your records. If my Card is used or any Debt remains unpaid after the effective date of a change, it will mean that I have agreed to the change.

**16. Changes to Agreement:** You may change this Agreement periodically. I will be given at least thirty (30) days prior written notice of each change, directed to the applicant's address last appearing on your records. If my Card is used or any Debt remains unpaid after the effective date of a change, it will mean that I have agreed to the change.

**17. Change of Address:** I acknowledge that I am responsible for notifying you of any change of address within ten (10) days of moving either in writing, or by contacting your Card Centre by telephone at 1-877-727-6883.

**18. Termination and Revocation:**

(a) I may terminate my credit privileges on my Account at any time by notifying you of my intention to terminate. Card(s) are issued with an expiration date. You have the right not to renew my account. Without limiting your rights provided in the section of the Agreement entitled "Default", you have the right to revoke any of the rights and privileges attached to my Card(s) and terminate this Agreement as to future Purchases or Cash Advances at any time for any reason, all without prior notice. If either of us terminates my credit privileges, I must pay all Debt at once and return my Card(s) to you at once. I agree that my obligations and our rights under this Agreement will remain in effect following revocation or termination until all balances on my Account incurred before or after revocation are paid in full.

(b) If I fail to comply with my obligations to you under this Agreement, I will be liable to you for:

- (i) all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt; and
- (ii) all costs and expenses you incur in reclaiming my Card(s).

(c) This product is not available for residents in the province of Québec.

**19. Problems with a Purchase:** If I have a problem or dispute with a merchant regarding a Purchase, I must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant. You do not make any conditions, warranties or representations with respect to any goods or services available for purchase on my Account. However, in some circumstances you may be able to provide assistance in resolving a disputed transaction. If I wish to discuss a dispute, I may contact your Customer Service Representative by telephoning toll-free during regular business hours at 1-877-727-6883 or 416-777-5851.

**20. Account Verification:** I must examine promptly all Account statements and each entry and balance recorded in them.

I must notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If I do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on me and you will be released from all claims by me in respect of those Account Statements, entries, and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish my liability for that Debt.

**21. Collection and Use of Information and My Privacy:**

(a) From time to time you may collect credit and other financially-related information (including information related to my transactions) about me ("Information") from me, from service arrangements I have made with or through you, from credit bureau and other financial institutions, and from any references I have provided to you;

(b) You may use this Information as follows:

- (i) to give to credit bureaus, other financial institutions and any of your successors and assignees and, with my consent, to other parties;
- (ii) to determine my financial situation;
- (iii) to provide me with the services I request from you; and
- (iv) as necessary, to give it to anyone who works with or for you, including a service provider located in the United States who may be required by a lawful order made in that country to provide this information to the United States government or its agencies.

You may use my social insurance number (SIN) as an aid to identify me with credit bureau and other financial institutions for credit history file matching purposes.

(c) You may also use Information for the following purposes:

- (i) to promote your services, or services provided by your marketing partners, to me and add it to client lists you prepare and use for this purpose;
- (ii) You provide consent that your Cardholder information may be shared with *Visa* Canada, *Visa* International, and their employees and agents for the purposes of cardholder participation in contests administered by *Visa*; processing, authorizing and authenticating cardholder *Visa* transactions; and providing customer assistance.

I may tell you to stop using Information in the ways described in sub-Section 21 (c) (i) at any time by calling you toll-free at 1-877-727-6883. You acknowledge that the use of Information in the ways described in sub-Section 21 (c) (i) is at my option and that I will not be refused credit or other services just because I have told you to stop using in those ways.

If I am no longer your client or this Agreement terminates, you may keep Information in your records so long as it is needed for the purposes described in sub-Section 21 (b) above. I consent to, and accept this as prior written notice of, your obtaining a credit report or other Information about me from time to time.

I may obtain further information on my privacy by referring to your Privacy Code available on request (toll-free 1-888-281-7793 or 416-777-5851) or on your website at [www.hometrusted.ca](http://www.hometrusted.ca).

**22. Financial Consumer Agency of Canada:** You are subject to a number of federal consumer laws that protect me, such as disclosing information about interest rates and fees and providing me with certain information on my Account Statement. If I have a complaint about a potential violation of these laws, I may contact you or I may write the Financial Consumer Agency of Canada at: Financial Consumer Agency of Canada, 6<sup>th</sup> Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9.

### **23. Health and Legal Assistance Services:**

*Provided by: Sigma Assistel Inc.*

- Bilingual Assistance Coordinators are on call 24 hours a day at 1-866-358-4140.
- Unlimited toll-free calls are included in the services.
- Sigma Assistance Coordinators are supported by registered nurses and accredited lawyers across Canada.
- Assistance services are available to you as the cardholder and your immediate family living at home.

**Health Assistance:** Health Assistance is a phone service designed to provide answers to questions of a health or medical nature. It is not intended to replace the care of the appropriate, qualified health care professional. If you have a medical emergency, please contact 911. Occasionally a nurse may not be available at the time of your call. Sigma Assistance Coordinators will then obtain the necessary information for the first available nurse to call you back within 24 hours of your call.

**Legal Assistance:** Legal Assistance is a phone service designed to provide answers to questions of a legal nature. Sigma lawyers will not provide legal advice, express opinions, analyze legal documents or represent the caller in any way. Questions that pertain to criminal law are excluded from the topics covered by this service. Legal Assistance services can be accessed 24 hours a day. However, Sigma lawyers will only be available Monday to Friday from 9:00 AM to 8:00 PM EST and Saturday from 9:00 AM to 5:00 PM EST. Legal Assistance is not an emergency service. Occasionally a lawyer may not be available at the time of your call. Sigma Assistance Coordinators will then obtain the information necessary for the first available lawyer to call you back within the next business day following your call.

\* *Visa* Int./Home Trust Company, licensed user of mark.

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