

**Home Trust Equityline® Visa* Card
DISCLOSURE STATEMENT**

The date of the Home Trust Equityline Visa Cardholder Agreement (the "Agreement"), the place it is entered into and the name and address of the consumer and the merchant are all contained in the application filled out and signed by the consumer.

This Disclosure Statement applies to the Account and each Card issued on the Account. All capitalized terms not defined in the present Schedule shall have the meaning given to them in the Agreement.

Annual Credit Rate	<p>The Credit Rate is in effect the day your Account is activated, and is set out on each monthly Account Statement, expressed as annual percentage rate.</p> <p>Purchases and Cash Advances: 9.99%</p> <p>Illustrations of Credit Charges on Purchases and Cash Advances:</p> <table border="1" data-bbox="487 751 1526 934"> <thead> <tr> <th>Average Daily Balance</th> <th>Credit Charge (Rate of 9.99%)</th> </tr> </thead> <tbody> <tr> <td align="center">\$250.00</td> <td align="center">\$2.05</td> </tr> <tr> <td align="center">\$500.00</td> <td align="center">\$4.11</td> </tr> <tr> <td align="center">\$1,000.00</td> <td align="center">\$8.21</td> </tr> </tbody> </table>	Average Daily Balance	Credit Charge (Rate of 9.99%)	\$250.00	\$2.05	\$500.00	\$4.11	\$1,000.00	\$8.21
Average Daily Balance	Credit Charge (Rate of 9.99%)								
\$250.00	\$2.05								
\$500.00	\$4.11								
\$1,000.00	\$8.21								
Interest-Free Grace Period	<p><u>Purchases</u>: 21 days</p> <p>There will not be any Credit Charges on the amount of any Purchase appearing on the Account Statement for the first time for a period of at least 21 days if the New Balance shown on the Account Statement is paid in full by the Due Date.</p> <p><u>Cash Advances</u>: Credit Charges are applied on the amount of each Cash Advance on the average daily balance at the end of a Billing Period from (and including) the transaction date until payment is received in full.</p>								
Minimum Payment	<p>1.00% or \$10.00</p> <p>The minimum payment for the Account will be the greater of \$10.00 or 1.00% of the New Balance shown on your Account Statement, and any amount by which the New Balance exceeds your Credit Limit.</p>								
Membership Fee	<p>\$100</p> <p>To be charged on the first day of the third Billing Period after the opening of the Account and annually on the anniversary of this date.</p>								
Other Fees	<p>Collateral Security Fees: 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. Quebec fees are \$700 and include registration of deed of hypothec, examination of title and notarial fees. Fees may vary if the application includes a first mortgage with Home Trust or if a notary is appointed to act on behalf of the applicant.</p> <p>Mortgage Discharge Fee (varies by province and is subject to change):</p> <p>Quebec and Alberta no fee British Columbia \$75</p>								

Manitoba and Maritimes **\$200**

Ontario **\$275** (plus **\$70.60** if discharge done online)

Collection Fees: To the extent permitted by law, all costs incurred where a collection agency or a law firm is used to collect amounts due, including legal fees.

For current fees, visit www.equitylinevisa.ca or call us at 1-877-727-6883.

CONTRACT EXTENDING VARIABLE CREDIT

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 4 weeks [the billing period covered by each Account Statement will vary between **27** days and **34** days (the “**Billing Period**”)].

“**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;

“**Balance**” means the unpaid balance of the Debt outstanding in the Account that is made up of any combination of Purchases and Cash Advances;

“**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, such as balance transfers and convenience cheques) 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 Charge**” means an amount resulting from the application of the Credit Rates to all or part of the Debt;

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

“**Credit Rate (Cash Advances)**” means the annual percentage rate of Credit Charges referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

“**Credit Rate (Purchases)**” means the annual percentage rate of Credit Charges referred to in the Disclosure Statement and set out on each Account Statement that applies to each Purchase;

“**Credit Rates**” mean, collectively, the Credit Rate (Cash Advances) and the Credit Rate (Purchases);

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

“**Disclosure Statement**” means your written statement included as Schedule A to this Agreement of the Credit 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;

“**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.

“**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 attaching to the card or after the termination of this Agreement. I acknowledge responsibility for care and control of both my Account number and my Personal Identification Number. 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, up to a limit of **\$50.00**, 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.

“Clause required under the *Consumer Protection Act*
(Contract extending variable credit for the use of a credit card)

For the purposes of this contract, the sole fact that the card has been issued replaces the merchant’s signature and the sole use of the card by the consumer replaces the consumer’s signature.

In the event of loss or theft of a credit card, the consumer incurs no liability for a debt resulting from the use of such card by a third person after the issuer of the card has been notified of the loss or theft by telephone, telegraph, notice in writing or by any other means. Even where such notice is not given, the liability of the consumer whose credit card has been lost or stolen is limited to the sum of **\$50.00**.

At the end of each period, the merchant, if he has a claim with regard to a consumer, must furnish the latter with a statement of account mailed at least **21** days before the date on which he may exact credit charges if the consumer does not discharge his entire obligation; credit charges for advances of money may start as of the date of the advance up until the date of payment.

The consumer may require the merchant to forward him, without charge, a copy of the vouchers for each of the transactions described in the statement of account.

Until the consumer receives a statement of account at his address, the merchant must not exact credit charges on the unpaid balance, except on advances of money.

It is in the consumer’s interest to refer to sections **29, 123, 124, 126** and **127** of the *Consumer Protection Act* (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.”

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 hypothecate for the amount of the Credit Limit bearing interest at the Credit Rate or pledge and assign to you, as the case may be, any and all Collateral to secure payment of all my existing or future obligation under this Agreement and on my Account. You may choose, at my written request, to increase my Credit Limit without requiring me to add to the Collateral. You may retain the Collateral until the earliest of the following events: **(i)** the execution by me, in full, of all the obligations owing to you under this Agreement, including, without limitation, the payment of the Debt and our receipt from you all of the unexpired Card(s), cut in half, and **(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 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) 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.
- (d) I must keep the Account up-to-date at all times.

9. Credit Charges:

- (a) I will not pay a Credit Charge on the amount of any Purchase appearing on an Account Statement for the first time if the New Balance is paid in full by the Due date shown there or at the latest within **21** days of the date of mailing of the Account Statement, except for the portion of the New Balance that represents Cash Advances, for which I will pay a Credit Charge as set out in sub-Section **9** (b) **(ii)**.
- (b) If I do not make payment in the manner set out in sub-Section **9** (a) I will pay a Credit Charge on the Balance at the Credit Rates then in effect and in the manner described below and in sub-Section **9** (c):
I will pay a Credit Charge:
(i) on the amount of each 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 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 Balance.
You will not apply a Credit Charge on amounts resulting from the application of such a charge on an earlier Account Statement.
- (c) Calculation of Credit Charges: The Balance subject to Credit Charges, is calculated by using an "average daily balance". The average daily balance for a Billing Period is determined at the end of each day by adding separately the value of any Purchases or Cash Advances posted or charged to the Account since the beginning of the Billing Period to the balance of net capital owing at the end of the preceding Billing Period for such categories and then subtracting from such balance, all payments or credits received since the beginning of the Billing Period. The aggregate of all the daily balances for each day of the Billing Period is then divided by the number of days in such period, giving the average daily balance. Monthly Credit Charges for Purchases and for Cash Advances are calculated by multiplying the average daily balance by the nominal Credit Rate applicable for each and then multiplying the product thus obtained by the fraction represented by the number of days in the Billing Period in relation to **365** days. Examples of the credit charges based on a static average daily balance for every day of a **30**-day Billing Period can be found in the Disclosure Statement included as Schedule A to this Agreement.

In the event that you are required to make payments to us of any service fee or other charges included at Section **11** of this Agreement or any other amounts that we are entitled to charge pursuant to or in respect of this Agreement (or as permitted by law) the effective Credit Rates calculated pursuant to this Agreement may vary.

Credit Charges can be minimized by paying as early as possible after the receipt of the Account Statement, and in any event no later than the Due Date or **21** days after the mailing of the Account Statement.

10. Application of Payments: You will apply each payment of the Debt in the following order: Credit Charges; service fees and other charges, to the extent permitted by law; billed Cash Advances; billed 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 the 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: To the extent permitted by law, 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 recognize that all amounts of any kind unpaid under the terms of this Agreement, including, without limitation, the Debt shall become immediately payable and agree that I must pay all such amounts at once, and **(ii)** you may execute any and all remedies available to you at law against the Collateral that I granted to you, all without notice or demand (to the extent permitted by law). 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.

"Clause required under the *Consumer Protection Act*

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section **69** of the General Regulation, he must forward him a statement of account.

Within **30** days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

- (a) either remedy the fact that he is in default;
(b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104 to 110** of the *Consumer Protection Act* (R.S.Q., c. P-40.1) as well as to section **69** of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur."

13. Automated Banking Machines: I may use my Card together with my Personal Identification Number (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 Personal Identification Number.

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 Credit 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, as provided for by law, 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. To the extent required by law, 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 **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, upon prior notice. If either of us terminates my credit privileges, I must 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, where and to the extent permitted by law, 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).

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 **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. Such Information shall be kept in a separate customer file;
- (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, for the purposes set out in this Section, including to 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. I consent to the constitution and communication of such lists for purposes of commercial prospection.
- (ii) I agree that my 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.

The file is managed by Home Trust Company, at its offices located in Toronto, Ontario. I have a right to have access to this Information and, if needed, to request a correction to the Information. I may ask you to correct Information, or tell you to stop using or communicating Information in the ways described in sub-Section 21 (c) (i) at any time by calling you toll-free at **1-877-727-6883** or by sending a written request to **145** King St. W., Suite **2400**, Toronto, Ontario, **M5H 1J8**. 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 the Information 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.

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
6th 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.

24. Title Insurance:

«**Clause required under the Consumer Protection Act**
(Insurance)

Before entering into this contract, the merchant requires the consumer to hold a title insurance policy.

A consumer may meet that requirement:

- (a) either by subscribing to an insurance policy with an insurer recommended to him by the merchant;
- (b) or by subscribing to an insurance policy equivalent to that required by the merchant with an insurer chosen by the consumer;
- (c) or with an insurance policy he already holds.

It is in the consumer's interest to refer to sections **111** and **112** of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

24. Choice of Language: Les parties aux présentes ont expressément exigé que ce contrat ainsi que tous les documents y afférents soient rédigés en langue anglaise seulement. The parties hereto expressly require that this contract and all documents relating thereto be drawn up in the English language only.

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