



Electronic Communications Consent And Agreement

This Agreement governs the electronic delivery of certain important documents for your PC Financial® Mastercard® account. When you accept and agree to the terms of this Agreement, you consent to and acknowledge the following (as further detailed in the Agreement):

- You will receive statements, disclosures and other important documents in connection with your Account exclusively electronically, made available to you via the PC Financial Website, through your PC Financial Online Account, or by delivery to the email address you have provided in connection with your Account.
- Your consent takes effect immediately upon acceptance.
- Your statements, disclosures and other important documents will be available to you online for 2 years following delivery, after which it is your responsibility to retain a copy for your records.
- You are responsible for informing us of any changes you make to your contact information, including the email address you have provided to us in connection with your Account.
- You may revoke your consent at any time by contacting us at the phone number provided at pcfinancial.ca/contact-us or otherwise made available to you.

This Agreement does not replace and is in addition to any other agreements you have with us including any Account Agreement. Terms not otherwise defined in this Agreement will have the meanings set out in the applicable Account Agreement for the relevant Account.

1. DEFINITIONS IN THIS AGREEMENT:

“**Account**” means the account for any product or service provided by us to you including any credit card account you may have with us.

“**Account Agreement**” means any and all agreements that contain the terms and conditions that apply to an Account, as amended from time to time.

“**Agreement**” means this Electronic Communications Consent and Agreement, as amended from time to time.

“**Communication**” means any Document or Statement.

“**Document**” means any document, disclosure, notice, or other information that is provided to you regarding an Account or your relationship with us, other than a Statement (but which may be included with your Statement). Documents include:

- a) any Account Agreement and any notice of amendment to the Account Agreement or to any fee, interest rate or other term under such agreement;
- b) any disclosure summary associated with any application you may submit to us, or to any Account Agreement or Account;
- c) this Agreement and any other terms or agreements for other benefits, products, features or services associated with your Account that we, our affiliates or our service providers may offer and you may use, and any updates or amendments to those terms or agreements; and
- d) any updates or alerts, secure messages, or other information provided by us relating to your Account, including Account information, Account activity, payments or balances, offers, or any other notices or information that may be required by applicable law.

“**Email Notification**” means any email we send to you at the email address you have provided us, notifying you of the availability of Communications in a Link, on the PC Financial Website, or on your PC Financial Online Account. From time to time, the Communication may be wholly contained within the Email Notification.

“**Link**” means any link which may be included in an Email Notification which will direct you to Communications that have been provided to you electronically.

“**PC Financial Online Account**” means an online account that you may create on the PC Financial Website and which may permit you to access and manage your Account via the PC Financial Website or other means.

“**PC Financial Website**” means any website, mobile application or other digital platform we make available to our customers that relates to our products and services from time to time. It includes any website or mobile application used to enroll in and access your PC Financial Online Account.

“**Statement**” means the statement for an Account that we provide to you, usually on a monthly basis, as described in any Account Agreement.

“**We**”, “**us**” and “**our**” mean President’s Choice Bank and its affiliates.

“**You**” or “**your**” means the individual who accepts this Agreement and is the primary cardholder or accountholder with respect to an Account.

2. CONSENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY

By accepting the terms of this Agreement, you consent to Communications being provided to you solely electronically via one or more of the following means:

- a) Uploaded to the PC Financial Website and/or to your PC Financial Online Account;
- b) Through a Link contained in an Email Notification; or
- c) Directly within the Email Notification.

As a result, Communications may no longer be mailed to you. Communications delivered electronically may be presented in .pdf or other file format, and may require you to have the necessary software installed or available on your device to access, review and retain these files. We do not own or operate, and are not responsible for, any software provided by a third party used by you.

3. REVIEW OF COMMUNICATIONS; EMAIL NOTIFICATIONS

You agree that it is your responsibility to access and review all Communications, regardless of the electronic channel they are provided to you. This includes checking the email address you have provided to us, reviewing the PC Financial Website, and accessing your PC Financial Online Account all on a regular basis to determine if any Communication has been provided to you. All Communications that we provide to you will be deemed to be received by you on the day that we post that Communication to the PC Financial Website, upload to your PC Financial Online Account, or send an email including that Communication or a link to that Communication, even if you do not view or access the Communication for any reason. If you have not already done so, you are responsible for promptly enrolling in a PC Financial Online Account so that you are able to receive any relevant Communications via that account. You are also responsible for maintaining your email account and your PC Financial Online Account in good standing, and to ensure that you have the necessary hardware, software and internet access to access these accounts. If you are unable to access the PC Financial Website, your PC Financial Online Account or your email account for any reason, you must notify us immediately and revoke your consent to receive documents electronically to ensure you will continue to receive Communications. We are not responsible if you do not receive any Email Notification from us or you are unable to access any Link or your PC Financial Online Account due to a change in your email address, lack of internet connection or any other hardware, software, or other issue.

From time to time, we may as a courtesy send you an email informing you that a new Communication is available for you to review on the PC Financial Website or on your PC Financial Online Account. It remains your responsibility to review the PC Financial Website and your PC Financial Online Account whether or not you have received such courtesy email.

You are not relieved from any obligations relating to an Account or any Account Agreement as a result of enrolling in the electronic delivery of Communications, or if this Agreement or your access to the PC Financial Website or your PC Financial Online Account is cancelled, terminated or suspended for any reason or if you are unable to retrieve or view your Communications for any reason. You are not relieved of your obligations for an Account until all amounts owed to us relating to such Account, including interest and any fees, have been paid in full.

4. CHANGING YOUR DELIVERY OPTIONS

You may revoke your consent to receive Communications electronically and cancel this Agreement and the electronic delivery of Communications to you by contacting us at the phone number available at pcfinancial.ca/contact-us, or on the back of your card. When you revoke your consent, and change your delivery option from electronic to mail, future Communications will be mailed to the last mailing address for you appearing on our records. Note that, in some cases, your decision to revoke your consent to receive Communications electronically or cancel this Agreement may result in us being required to take certain actions with respect to your Account, which may include closing your Account. For information on our rights to close Accounts, please review the terms of the relevant Account Agreement

If you change your email address for Communications on your PC Financial Online Account or otherwise in your dealings with us, all future Email Notifications will be sent to that address.

5. AVAILABILITY OF COMMUNICATIONS

You will be able to view any Communication that has been provided to you electronically through a Link, made available on the PC Financial Website or uploaded to your PC Financial Online Account for up to 2 years from the date of that Communication. After this time, the Communication may be deleted or otherwise made unavailable to you. In some cases, you may be able to delete or otherwise remove certain Communications, or Links to Communications from your PC Financial Online Account. We are not responsible if any Communication we provide to you electronically is not available to you past the period specified above, or because it has been deleted or removed by you. We recommend that you retain a copy of any Communications which you wish to have access to following their delivery to you.

All Communications made available to you through the PC Financial Website or through your PC Financial Online Account can be printed or saved by you any time while they are still available for access. You are responsible for any hardware or software required to save, print, store or otherwise retain such Communications.

6. PROVIDING PAPER COMMUNICATIONS; YOUR MAILING ADDRESS

We may provide you with a paper copy of any Communication by mail instead of, or in addition to, providing them electronically for any reason, including if we determine it necessary to do so or if we are unable to deliver the Communications electronically to you. You agree to continue to notify us of any change to your mailing address as you are required to do by any Account Agreement you have with us, even if you have chosen the electronic delivery method for your Account.

7. CHANGES TO AND TERMINATION OF THIS AGREEMENT

We may change, cancel, suspend or terminate this Agreement with or without notice unless required by law to provide you with notice, for any reason, including if you are, or we consider you in default under this Agreement or your Account Agreement or in the event of a technical or security difficulty.

Any notice required under this Agreement, including a notice of change about this Agreement, may be provided by us through your electronic Communications, a Link, or by mail at your mailing address last appearing on our records. If this Agreement is cancelled, suspended or terminated, your Communications will be provided to you by mail at your last mailing address appearing in our records.

8. NO LIABILITY

We are not responsible or liable for any damage, loss or inconvenience you may incur in connection with your electronic Communications, including the electronic delivery of those Communications. This includes, but is not limited to, if you are unable to receive, print, store or save an electronic Communication that has been provided to you; or if you are unable to access current or prior electronic Communications as a result of any failure, error or malfunction, even if the failure, error or malfunction was a result of our negligence or the negligence of our employees, agents or representatives.

9. GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with Canadian law. The courts in the Canadian province or territory in which you reside will have exclusive jurisdiction over any disputes arising in connection with the Account or this Agreement.