

## **President's Choice Financial Mastercard Alerts Service Agreement**

### **1. Definitions**

"Account" means a President's Choice Financial Mastercard account, and, where applicable, also includes any Card issued on the Account.

"Agreement" means this President's Choice Financial Mastercard Alerts Service Agreement, as may be amended by us.

"Alerts" means the Email Alerts and Mobile Alerts.

"Authorized Users" are any person who has been issued a Card on your Account at your request.

"Available Triggers" are the triggers you set to receive the Alerts.

"Card", "cards", "PC Mastercard" means any card, or other device or technology, that is issued by PC Bank and linked to the Account and includes any renewal or replacement of such card, device or technology.

"Cardholder Agreement" means the agreement governing the use of your Card and Account.

"Commands" means certain mobile short code commands that you can text to us when receiving Mobile Alerts, such as "STOP" to stop receiving Mobile Alerts or "BAL" to receive your Account balance.

"Email Alert(s)" means any email alert(s) that you set up on your Account through this Service.

"Equipment" means any hardware, software or networks associated with the Service, including for example your Mobile Device or your Mobile Device carrier.

"Online Account" means the online portal used by you to manage your Account or access your Account information.

"Mobile Alert(s)" means any mobile alert(s) that you set up on your Account through this Service.

"Mobile Device" means any device or Equipment you use with your Registered Mobile Number.

"PIN" means your personal identification number for your Card.

"Registered Email Address" means any email address you register for the Service.

"Registered Mobile Number" means any mobile number you register for the Service.

"Service" means the President's Choice Financial MasterCard Alerts service provided hereunder.

"We", "us" and "our" means President's Choice Bank ("PC Bank"), issuer of the President's Choice Financial Mastercard.

"You", "your" and "cardholder" means the primary cardholder of the Account, and any Authorized User of the Account who arranges to receive Alerts in respect of the Account.

### **2. Your agreement with us**

You must read and agree to the following terms and conditions prior to participating in the Service. By accepting the terms and conditions, it means you understand and agree to these terms and conditions and will abide by these terms and conditions when you use the Service. You agree to indemnify us from any loss, liability, claim, or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or any breach of your representations set forth in this Agreement.

### **3. The alerts service**

The Service is offered by us through our third party service providers. When you subscribe for the Service, you will receive Alerts related to your Card or Account. Alerts are sent to your Registered Mobile Number and/or your Registered Email Address, based on the triggers you select. The Available Triggers may include: transactions made at certain types of merchants, transactions over a certain amount, certain types of transactions, or transactions made in a certain location. Available Triggers are subject to change at any time. The Service also permits the use of certain Commands initiated directly from your Mobile Device, such as texting us "BAL" to receive your Account balance to your Mobile Device. Any new features or services that change or modify the Service in the future will be considered part of the Service and subject to this Agreement. You can manage your Alert preferences online by logging into your Online Account.

### **4. Eligibility**

The Service is only available to you if your Account is in good standing. You must be registered for an Online Account to register for the Service. We will determine eligibility for the Service at our discretion. We may, without notice, terminate your use of the Service at any time. Authorized Users on your Card cannot register for the Service.

### **5. Privacy and security**

You agree that PC Bank and any PC Bank third party service providers involved with the Service may share and exchange information about your Card and Account for the purpose of providing you the Service and to administer, operate and manage the Service and your Account with us. Examples of the type of information we collect and may share with our third party service providers include, without limitation:

- your Card number;
- any information that you provide when you register for the Service including your contact information;
- your Registered Mobile Number and Registered Email Address;
- the type, amount and location of transactions you make using your Card; and
- any information related to your Service and Alert preferences.

For additional information on how we collect, use and share your personal information please review the Loblaw Companies Limited Privacy Policy, which has been adopted by us and which applies to this Agreement. The privacy policy can be viewed at <https://www.loblaws.ca/privacy-policy>. While we take every effort to ensure your information is protected, you acknowledge that the internet and text messaging is not a secure communication medium and your privacy cannot be guaranteed or ensured. You acknowledge and agree that your mobile network carrier and internet service provider, as well as our third party service providers used in connection with the Service, may retain copies of the Alerts that you receive through the Service, including information about your use of your Card and Account or any other information that may be included in the Alerts messages that you may receive as part of this Service. You are responsible for protecting the security of, and preventing any unauthorized access to, a Mobile Device and/or Email Address used in connection with the Service. If you believe any Mobile Device or Email Address you use to access the Service has been compromised, you should log in to your Online Account and change your settings to prevent any further Alerts from being sent to the compromised Mobile Device or Email Address. Please note that we will never ask you to send us personal information or information about your PIN or passwords through email or text messages. If you receive a request to disclose any of this information through email or text message, please contact us directly at 1-866-246-PCMC (7262) or forward the suspicious email to [pcmfraudops@pcbank.ca](mailto:pcmfraudops@pcbank.ca).

## **6. Accuracy of your information**

You are responsible for ensuring at all times that any information you provide to us to use the Service is current, accurate, true and complete. You can change any information you gave to us by logging into your Online Account and managing your information.

## **7. Fees**

We do not charge you for the Service. However you may be subject to standard SMS text message, data, voice and roaming charges levied by your Mobile Device carrier for Mobile Alerts sent to and received by your Mobile Device and for each Command sent from your Mobile Device to us. You may also be charged by your internet service provider to receive Email Alerts. You are solely responsible for any fees incurred by you from your Mobile Device carrier or internet service provider. You agree to contact your Mobile Device carrier or internet service provider for complete details about such charges.

## **8. Alerts**

**(1) Mobile Alerts.** If you register to receive Mobile Alerts: (i) your Mobile Device must be capable of receiving and sending SMS text messages; (ii) you must select a data plan from your Mobile Device carrier that includes use of your Mobile Device's SMS capabilities; and (iii) your account with your Mobile Device carrier must be in good standing.

**(2) Email Alerts.** If you register to receive Email Alerts, please add [info@e.pcfincancial.ca](mailto:info@e.pcfincancial.ca) to your web browser to avoid having an Email Alert blocked because it is filtered as spam. Email Alerts will be sent in HTML format. You must ensure that there is sufficient space in your Registered Email Address inbox to receive the Email Alert.

**(3) Other Alert Limitations.** (1) Alerts are provided for informational purposes only; (2) Alerts are not transmitted in real-time and are subject to transmission problems including delays and delivery failures; (3) for Mobile Alerts, your Mobile Device may not be able to receive a Mobile Alert, or send a Command, in certain geographical areas. We will not be liable if any Alert is delayed, mis-delivered, lost or not sent, including as a consequence of any filtering or blocking on your Registered Mobile Device or Registered Email Address. You will be limited to registering a maximum number of Registered Mobile Numbers and/or Registered Email Addresses.

## **9. Withdrawing your consent**

You can withdraw your consent to receive Alerts at any time by following the directions provided on your Online Account. To change the Alerts you receive you must log into your Online Account and manage your preferences. To opt-out of all Alerts you must dis-enroll from both the Email Alerts and Mobile Alerts separately. You must also dis-enroll separately for each Registered Mobile Number and Registered Email Address used in connection with the Service.

## **10. Service Availability or Interruptions**

The Service is subject to transmission limitations and service interruptions. We do not guarantee that the Service (or any portion of it) will be available at all times or in all geographical areas.

## **11. Service Modifications**

We reserve the right, at all times and without cause or notice, to interrupt, restrict, modify, suspend, discontinue or terminate, the Service or any portion of the Service.

## **12. Use of the Service and your existing Account**

This Agreement does not affect in any way your or our rights and obligations under the Cardholder Agreement respecting your Card or Account. You must therefore still: (1) notify us of any errors on your statement within 30 days of the statement date; (2) immediately notify us if your Card is lost or stolen; and (3) protect your Card, your PIN and your password(s) related to your Card, Account or Online Account. In addition, your registration and use of the Service does not relieve you of any of your obligations regarding any unauthorized transactions on your Account.

### **13. Obligation to report transactions you do not recognize**

If an Alert notifies you of a transaction that appears to be suspicious or that you did not authorize, you should contact us by calling the number on the back of your Card or by any other means/instructions that we provide to you in the Alert.

### **14. Changes to this Agreement**

We may change this Agreement, including any Available Triggers, Commands, and any Service features, from time to time, in our sole discretion. Each change will be effective as soon as we have posted notice of the change at [www.pcfinciancial.ca](http://www.pcfinciancial.ca). You may visit "Legal Stuff" at [www.pcfinciancial.ca](http://www.pcfinciancial.ca) to obtain a full copy of the terms and conditions of this Service.

### **15. Limitation of Liability**

In no event will PC Bank or PC Bank's affiliates, or any of their respective officers, directors, employees, agents or service providers be liable to you or any third party for any loss or damages, whether direct, special, indirect or consequential that result from any interruption, suspension, discontinuance, modification or other error in or of the Service or any Equipment.

### **16. Assignment**

We may assign any or all of our rights or obligations under this Agreement, without notice to you, and we may disclose information about you and your Card or Account to the person or entity to which we make an assignment. You may not assign this Agreement.

### **17. Governing laws**

This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and of Canada applicable therein. The courts in the Canadian province or territory in which you reside will have exclusive jurisdiction over any dispute arising in connection with the Service and this Agreement.

### **18. Language clause**

The parties hereto specifically request that this Agreement and all documents related hereto be drawn up and signed in the English language only. Les parties aux presents exigent que cette convention ainsi que tous les documents s'y rapportant soient rédigés et signés en langue anglaise seulement.

### **19. Contact Us**

Please note that for security reasons, we do not respond to Card or Account specific questions via our e-mail address. Do not include your Card number in any e-mail to us. For Card or Account specific questions, please call us or log in online to our website ([www.pcfinciancial.ca](http://www.pcfinciancial.ca)), which is a secure site, and contact us through that secure site. You may contact us by the following methods:

Phone: 1-866-246-PCMC (7262)

E-mail: [talktous@pcmastercard.pcfinciancial.ca](mailto:talktous@pcmastercard.pcfinciancial.ca) (general questions only)

Mail: President's Choice Financial MasterCard, P.O. Box 4403, STN A, Dept. 5114, Toronto, ON, M5W 5Y4

#### **Privacy Statement**

You agree that PC Bank and any PC Bank third party service providers involved with the **President's Choice Financial MasterCard Alerts Service** ("Service") may share and exchange information about your President's Choice Financial MasterCard and account for the purpose of providing you the Service and to administer, operate and manage the Service and your President's Choice Financial MasterCard account. Examples of the type of information we may share with our third party service providers include, without limitation:

- your card number;
- any information that you provide when you register for the Service including your contact information;
- any mobile phone number or email address that you provide to us through your use of the Service;
- the type, amount and location of transactions you make using your President's Choice Financial MasterCard; and

- any information related to your Service and Alert preferences.

For additional information on how we collect, use and share your personal information please review the terms and conditions of the Service and the Loblaw Companies Limited Privacy Policy, which has been adopted by us and which applies to this Service. The privacy policy can be viewed at <https://www.loblaws.ca/privacy-policy>. While we take every effort to ensure your information is protected, you acknowledge that the internet and text messaging is not a secure communication medium and your privacy cannot be guaranteed or ensured.