

## **AGRICARD Cardholder Agreement**

By using an AgriCard Credit Card, or any replacement or renewal AgriCard Credit Card, received from BANK WEST, or allowing it to be used by any other person, I confirm the following legally binding agreements between myself and BANK WEST, I understand that BANK WEST may accept or reject my AGRICARD Application, and that until my application is accepted, BANK WEST is not bound by this Agreement and is not obliged to issue an AGRICARD to me.

**Definitions:** As this Agreement and the Disclosure Statement are read, please take note of the following:

"I", "me" and "my" mean the Applicant for the Account and a Card. If there is one or more than one 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 BANK WEST.

Please also remember that in this Agreement and the Disclosure Statement,

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

"**Statement**" means your written statement of the Account that you prepare for the Applicant approximately every 4 weeks [the period covered by each Account Statement will vary between 27 days and 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;

"**Card**" means the AgriCard credit card you issue on the Account in my name and all renewals of and replacements for that credit card;

"**Card Carrier**" means the form to which the Card is attached when you receive it.

"**Co-Applicant**" means an individual who has signed the Application as a co-applicant;

"**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 Cards, including Purchases, interest, service fees and other charges;

"**Disclosure Statement**" means your written statement of the Interest Rates, service fees and other charges for the Account set out in a document accompanying my Card 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 a Statement;

"**Interest-Bearing Balance**" means the unpaid balance of the Debt outstanding in the Account that is subject to interest charges being calculated and accrued;

"**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 shown there;

"**Minimum Payment**" means the amount indicated as such on an Account Statement;

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

"**Post Date**" means the date the transaction was posted to the Account;

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

"**Interest Rate**" means the annual percentage rate of interest shown on the Card Carrier or as amended from time to time. The annual rates of interest at any time appear on your Account Statement.

"**Delinquent Rate**" means the annual percentage rate of interest referred to in the Disclosure Statement as the Standard Fixed Rate, or as amended from time to time, and that applies to overdue accounts.

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

"**Transaction Date**" means the date the transaction occurred.

### **1. General Terms of Agreement**

- (1) I hereby apply for an AGRICARD credit card account (the "account") with BANK WEST and for the issue of an AGRICARD credit card (the "Card") for the purpose of acquiring advances ("Advances") for the purchase of goods and services (which services shall not include cash advances) from dealers and suppliers approved by BANK WEST from time to time.
- (2) I authorize BANK WEST, at its sole option, to investigate my credit history and my ability to pay, and I consent to the receipt and exchange of credit and other information about me, including any information contained in my AGRICARD Application, by BANK WEST with any credit bureau, credit reporting agency or any other person that in BANK WEST's reasonable discretion is a fit and proper person to receive or give the information.
- (3) Where I have designated another person as an authorized user of the Card and who is not a co-applicant, I agree that I shall be responsible to BANK WEST for all transactions effected by that other person, and the provisions of this Agreement with respect to transactions by that other person.
- (4) I understand that the Card is not transferable and is the property of BANK WEST, and may be cancelled by BANK WEST at any time without notice.
- (5) I will not use a Card that has been cancelled or that has expired, and will surrender it upon demand to BANK WEST.

I agree that:

### **2. Credit Limit**

- (1) at the time of approving this application, BANK WEST may set a credit limit (the "Limit") on my Account, which Limit may be increased or decreased at any time by BANK WEST, by written notice to me in accordance with applicable law.
- (2) the amount outstanding on my Account (including interest and other charges) at any time may not exceed the Limit,

and I may not make purchases under this Account where the amount of the purchase plus any balance then outstanding would in total exceed the limit; and

- (3) if I exceed the limit, I must pay the amount of any debt that exceeds that Credit Limit at once to keep the account up to date. I must pay this excess even though you may not have sent a Statement of Account to me on which that excess appears. I may ask for a Credit Limit increase by contacting your office. In the event I do not pay the amount that is in excess of the Credit Limit, BANK WEST may cancel my Account, in which event all amounts then outstanding shall become immediately due and payable, but I agree that BANK WEST may make payments in its sole discretion for Advances in excess of the limit, in which case the terms set out in this Agreement shall apply to those excess Advances.

### **3. Liability for Debt**

- (1) BANK WEST shall bill me every month for Advances that have been made under the Account during the preceding month, and for any previous unpaid balance.
- (2) I must keep the Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Statements of Account to me. I must contact your office at least once per month during such a delay or interruption in order to obtain any payment information I do not have and need to know in order to comply with this Section.
- (3) I shall pay BANK WEST the full amount of each Advance, any interest accrued thereon, as well as other fees and charges, all in accordance with this agreement, as amended from time to time.
- (4) I will examine my statement of account forthwith upon receiving it each month, and if I do not notify BANK WEST in writing of an error or omission within 30 days after receiving that statement, I agree that the statement shall be deemed conclusively to be correct.

### **4. Payment of Debt & Interest Charges**

- (1) I understand that time will be of the essence with respect to all my obligations described in this Agreement, and I undertake to perform punctually all those obligations.
- (2) Within 21 days after the date of each monthly statement sent by BANK WEST to me (which dates shall be noted on the statement as the "Due Date" and "Statement Date", respectively), I shall pay to BANK WEST at least an amount equal to:
  - (a) any amount past due stated on the statement of account provided by BANK WEST (which amount shall include the total of any previously unpaid minimum installments and outstanding interest charges); plus
  - (b) the amount by which all outstanding advances, charges and interest exceed the credit limit; plus
  - (c) the greater of \$50.00, or 5% of the remaining balance, if that balance remaining is \$50.00 or more.
  - (d) A balance of \$50.00 or less is to be paid in full.
- (3) I will not pay any interest on the amount of any Advances appearing on the statement of account for the first time that is paid for in full by the Due Date shown there, provided that all of the Interest-Bearing Balance and any outstanding interest and service charges have also been paid in full by that Due Date.
- (4) Where the balance of all Advances and outstanding interest and other charges in respect of previous Advances is not paid in full on or before the Due Date, I will pay interest to BANK WEST at the Interest Rate on the Interest-Bearing Balance. You will charge me interest on each Interest-Bearing Purchase (Advance) from the post date recorded for them on the statement of account where they appeared for the first time to the day each Interest-Bearing Purchase is paid for in full respectively.
- (5) You will calculate the interest on the Interest-Bearing Balance by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate in effect and dividing the result by the number of days in the year.
- (6) You will post the interest I owe on the Interest-Bearing Balance for the period covered by the Statement of Account 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 Statement of Account that shows the payment.
- (7) In the event that I have failed to make payment of the amounts required to be paid above, for a period of 60 days from the Due Date, I will pay interest on any such amounts at the Delinquent Rate of Interest.
- (8) I agree that you will, on a monthly basis, add any overdue interest or service charges to the overdue amount and that I will pay interest on those amounts at the Delinquent Interest Rate.
- (9) If I have cured any default and maintained the account current for six consecutive monthly billing cycles you may, at your discretion, lower the interest rate chargeable from the Delinquent Interest Rate to the Interest Rate.
- (10) I understand that payments made for less than the full balance shall be applied by BANK WEST in the following

order, interest charges, service charges, interest-bearing balances and non-interest-bearing balances. Payments shall be deemed to have been applied first in respect of services, and second, in respect of goods. If a balance represents more than one item of goods, payments shall be deemed to have been applied in respect of such items in order of purchase price, from lowest to highest.

- (11) I agree that I will remain liable for all Indebtedness despite any variation of interest terms by BANK WEST.
- (12) In addition to other amounts payable under this Agreement, I will pay any reasonable service charges imposed by BANK WEST for extra or replacement cards, copies of statements, sales drafts or credit vouchers, and other services requiring non-routine handling of my Account. In particular, I agree to pay an administration fee of \$25.00 for each cheque received by BANK WEST in payment of my Account that is subsequently dishonored.

#### 5. BANK WEST's Right

I understand that BANK WEST may purchase sales drafts, receipts and other documents from dealers, suppliers and other persons, and I hereby waive any further notice of any such purchase or the assignment of any rights from those persons to BANK WEST.

#### 6. Termination and Legal Issues

- (1) I agree that without notice to me, BANK WEST may at any time refuse to make further Advances and all Indebtedness may become immediately due and payable, at BANK WEST's option.
- (2) Upon my breach of any provision set out in this Agreement, or upon the insolvency, bankruptcy or death of myself, or upon attachment, execution or levy against myself or my property, or if BANK WEST in good faith believes that my ability to pay Advances or any amount charged to me hereunder or perform any condition hereof is impaired, then without prior written notice or demand, all Indebtedness shall immediately become due and payable.
- (3) I agree to pay all reasonable expenses, costs and disbursements, including fees as between a solicitor and his own client, which may be incurred by BANK WEST in the enforcement of its rights as described in this Agreement.
- (4) I further agree that the taking of a judgment against me shall not operate as a merger of my covenant to pay, or affect the right of BANK WEST to collect, interest at the rates as notified to me from time to time, on any amounts owing to BANK WEST under this Agreement or on the judgment, it being agreed by me that interest at the rates payable upon any judgment taken against me.

#### 7. Security Interest

I hereby grant to BANK WEST a purchase money security interest in all goods purchased through the use of the Card, and in all proceeds of such goods, including insurance proceeds. I further grant to BANK WEST a security interest in all my present and after-acquired property to secure repayment of my Debt to BANK WEST.

#### 8. Problems with a Purchase

- (1) I agree that BANK WEST is not responsible for the quality or quantity of any goods or services purchased by me through the use of the card, or for any losses resulting from disclosure of my AGRICARD credit card number to a dealer, supplier or other person by mail or telephone, and I agree that BANK WEST is not responsible to me in the event that any dealer, supplier or other person refuses to accept my AGRICARD in payment for any goods, service, debt owing or other things.
- (2) I agree that no defence, right of set off or counterclaim to which I may be entitled against a dealer, supplier or other person (including any dispute concerning any sales draft or credit voucher) shall affect my liability to pay BANK WEST in accordance with this Agreement.
- (3) BANK WEST may sell or assign all or part of this agreement and its rights hereunder without, consent of, or notice to, me.
- (4) Any adjustment made by means of a credit voucher shall be credited to my Account upon receipt by BANK WEST, but until the time when it is received, I shall be liable to pay the Indebtedness to which it relates to BANK WEST in accordance with this Agreement.

#### 9. Changes to the Agreement

BANK WEST may amend the terms and conditions of this Agreement by giving one month's written notice to me of the amendment, and without limiting the generality of the foregoing, BANK WEST may from time to time vary the interest charges payable on new or existing balances.

#### 10. Notification of Changes to the Agreement

Any notice required or permitted to be given to me under the terms of this Agreement is sufficiently given if sent by prepaid first class mail to my address as stated on this Agreement (or such other address as I may advise BANK WEST in the future in writing), and any notice so given shall be deemed to have been received by me on the fifth business day after the date on which it was mailed.

#### 11. Lost or Stolen Card

- (1) If my Card is lost or stolen, I agree to notify BANK WEST by telephone immediately that I become aware of that fact.
- (2) Provided I have promptly notified BANK WEST by telephone, my liability for unauthorized use of a stolen or lost Card made prior to such notification shall be limited to \$50.00 or such lesser amount as may be required by law.
- (3) Where anyone authorized by me signs a sales draft bearing an imprint of my Card, or I or anyone authorized by me gives my Account number to make a purchase without presenting the Card, I shall be liable to pay as if a sales draft was signed by me.

#### 12. Conclusiveness of Transaction Amount

I understand that the amount stated on any sales draft, receipt or credit voucher shall be conclusive of the amount advanced or refunded to me in the transaction referenced by such document.

#### 13. Foreign Currency

All Indebtedness incurred in a foreign currency is payable in Canadian currency, converted at the exchange rate charged to BANK WEST at the time when it settles for the Advance in question, and I understand that this rate may not be the same rate that was in effect as on the date that I obtained the Advance.

#### 14. Co-applicants

- (1) Where a Co-Applicant signs the Application with me, we acknowledge that the terms of this Agreement bind us both and shall apply with whatever changes of grammar are necessary.
- (2) Where there are Co-Applicants, we agree that our liability for all amounts payable under the terms of the Agreement shall be joint and several.

#### 15. Governing Laws

This Agreement shall be governed by the laws of the province in which the cardholder is a resident. Terms of this agreement which are in conflict with the law of the province where this agreement issued for delivery are hereby amended to conform to such law, and are deemed to form part of this agreement.

#### 16. Consent to Collection, Use and Disclosure of Personal Information (Applicable both to Business and Personal Accounts)

From time to time,

- a) You may collect credit and other financially-related information (including information related to my transactions) about me ("Personal Information") from me, from service arrangements I have made with you or through you with your agents, from credit reporting agencies, and other financial institutions, and from references I have provided you.
- b) You may use this Personal Information as follows:
  - i) **to give it to credit reporting agencies and other financial institutions and, with my consent, to other parties;**
  - ii) to determine my financial situation or that of the owner/Co-Applicant;
  - iii) to provide the Applicant and/or the owner/Co-Applicant with the services it or they request from you;
  - iv) to give it to anyone who works with or for you, but only as needed to provide the services the Applicant and/or the owner/Co-Applicant request;
  - v) to give to any proposed purchaser of the Applicant's card account from you, but only for the purpose of enabling the proposed purchaser to evaluate its proposal, and to any ultimate purchaser, for the purpose of enabling the purchaser to administer my account.
  - vi) To meet any required regulatory or legislated requirements including, but not limited to, proceeds of crime, money laundering and terrorist financing acts and regulations.
- c) You may also use this Personal Information for the following purposes:
  - i) to promote your services to me and add it to customer lists you prepare and use for this purpose;
  - ii) You may also use my social insurance number as an aid to identify me with credit reporting agencies and other financial institutions for credit history file matching purposes. I acknowledge that I am not required to provide that number to you for these purposes.

I may tell you to stop using my Personal Information in the ways described in sub-section (c) at any time by calling you at 1-800-784-2504.

***You acknowledge that the use of Personal Information in the ways described in subsection (c) is at my option and that I will not be refused credit or other services just because I have told you to stop using it in those ways.***

If I cease to be an account holder or this Agreement terminates, you may keep the Personal Information in your records so long as it is needed for the purposes described in subsection (b).

#### 17. Language

The Parties confirm that they have requested that this agreement and all correspondence in connection with it be written in English. Les parties confirment qu'elles ont demandé que le présent contrat et toute correspondance s'y rattachant soient rédigés en anglais.