

AGREEMENT & CONSENT to USE of PERSONAL INFORMATION

I consent to and accept this as written notice of FWFSB, its affiliates, service providers, professional advisors, and insurers and their agents receiving, disclosing, exchanging and using any personal information about me for the purposes set out below. I hereby also authorize any person who is contacted in this regard to provide such information. I acknowledge that my consent to "Use of Personal Information" includes:

- a) FWFSB providing the retailer who accepts the card for which I am applying (the "Retailer") with FWFSB's decision with respect to this application and if my card application is accepted, my account number and any other information which the Retailer may reasonably require;
- b) The Retailer providing FWFSB with information related to any loyalty or reward program offered by that retailer where such loyalty or reward program is administered by FWFSB and FWFSB's receipt, exchange and use of such information.

In this Agreement & Consent "personal information" means any information that relates to an individual and allows that individual to be identified. In order to evaluate my credit application, to continue monitoring my credit status, to provide any insurance coverage I apply for in connection with my account card and for the purposes set out below (the "purpose of the file"), I consent to the creation of personal information files containing credit and other personal information. Only those employees of FWFSB and its affiliates, insurers and their agents whose job functions involve assessment of creditworthiness, credit applications, monitoring, processing of payments, administration of insurance coverages and matters relating to the purpose of the file, will have access to my file.

FWFSB, its affiliates, insurers and their agents and service providers may use any personal information relating to my account or me:

- a) to establish, maintain and administer my account;
- b) to determine my eligibility for products, goods and services offered by FWFSB, its affiliates, insurers and their agents, and selected service providers, including monitoring my purchase history as well as evaluating my credit standing;
- c) to determine the suitability of account benefits, services or enhancements, and/or which other product or service offers may be of interest to me;
- d) to promote and market additional products, goods and services offered by FWFSB, its affiliates, insurers and their agents, and selected service providers, including by means of direct marketing;
- e) to administer any insurance coverage or services I receive or apply for in connection with my account card;
- f) to comply with legal and regulatory requirements; and
- g) for any other purpose not prohibited by law.

I understand I can tell you to stop using personal information about me in order to promote and market additional products, goods and services offered by FWFSB, its affiliates, insurers and their agents, and service providers. I agree that my Social Insurance Number may be used as an aid to identify me with credit bureaus and others for credit history file matching, insurance and other administrative purposes.

I also consent to the retention of personal information about me for as long as is needed for the purposes described above, even after I cease to be a customer. While I understand that I can tell FWFSB, its affiliates, insurers and their agents, and service providers to stop using and/or exchanging information about me in order to market their products and services, I agree that during the term of any loan or credit facility, I may not withdraw my consent to the ongoing collection, use or disclosure of my personal information in connection with the loan or credit facility. Moreover, in order to ensure the accuracy, completeness and integrity of the credit reporting system, I specifically consent to the continued disclosure of my personal information to credit bureaus even after the loan or credit facility has been retired and I promise that I shall not withdraw such consent. I understand I have the right to access my file upon written request and to correct or complete the information in my file.

DISCLOSURE

- The finance/credit charge rate (as at 10/2005) is 28.8% per annum.
- Finance/credit charges are assessed on the average daily balance of the Account during the billing period. The average daily balance is determined by taking the daily balance at the beginning of each day during the monthly billing period and subtracting any payments or credits. The aggregate of all the daily balances during the billing period is then calculated and that figure is divided by the total number of days in the billing period. New purchases form part of the average daily balance for the next succeeding billing period. Credit charges will not be assessed on purchases appearing on the billing statement for the first time.
- There is a grace period for purchases, equal to the number of days in the month of the current billing period, provided that they are appearing on the billing statement for the first time, there is no previous balance and the total new balance listed on the billing statement is paid in full by the payment due date.
- The minimum payment for the account is the greater of (a) 3% of the current month's balance plus any instalment transaction due and owing for that period, or (b) \$10. The minimum payment will be rounded to the nearest dollar.
- Other Charges: The account may be charged for the following items. These items will be charged as transactions under the account:
 - Returned Instrument Fee. If any cheque, other instrument, or direct debit for payment on the account is dishonoured or returned unpaid for any reason, the account will be charged a returned instrument fee of \$20.
 - Statement Reprint Fee. There will be a \$5 fee charged to the account for the reprinting of any statement that is not the current month's statement.
- The maximum liability for fraudulent use of a credit card issued by FWFSB is \$50.