

Terms and Conditions of use

This Terms of Use Agreement between you and Merit Travel sets out the terms and conditions that apply to your pre-paid Merit Travel Card in Canada. Please keep a copy of this Agreement for your records. The use of your Merit Travel Card by yourself or by anyone else who holds your card, constitutes your acceptance of the terms and conditions contained in this Agreement.

Use of Pre-Paid Card for Merit Travel Purchases

Your Merit Travel Card can only be used for the purchase of products sold at participating Merit Travel locations in Canada. You can load a dollar value onto your Merit Travel Card and you should treat your Merit Travel Card like cash. The amount that you load onto your Merit Travel Card is a pre-payment only for products sold at participating Merit Travel locations in Canada. No credit card, credit line, overdraft protection, or deposit account is associated with your Merit Travel Card. The amount on your Merit Travel Card is non-refundable. Your card cannot be redeemed for cash, unless permitted by this Agreement or otherwise required by law. At no time shall any dividend interest or earnings of any kind whatsoever, be accrued, credited or paid to you on the amounts loaded onto a Merit Travel Card. The amount loaded onto your Merit Travel Card is not insured by the Canadian Deposit Insurance Corporation (CDIC).

Merit Travel reserves the right not to accept, load or re-issue any Merit Travel Card and to otherwise limit the use of a Merit Travel Card if Merit Travel reasonably believes that the use is unauthorized, fraudulent, or otherwise unlawful.

Purchasing, and Loading Your Merit Travel Card

You can purchase/load your Merit Travel Card at a participating Merit Travel location in Canada or online through MeritTravel.com. The online component of the Merit Travel Card program, including but not limited to, purchasing/loading, and card-customization functionality of Merit Travel Cards purchased online, may be hosted, managed and administrated by a third-party affiliate of Merit Travel and not by Merit Travel directly.

Merit Travel Cards can only be activated at a participating Merit Travel location. You cannot activate a card online. However, when a Merit Travel Card is purchased online, it will be activated and ready for your use when it is sent to you. Any amount loaded, whether at a participating Merit Travel location in Canada or online, will appear on your Merit Travel Card immediately. The minimum amount that can be loaded onto a Merit Travel Card is CDN \$25.00 to a maximum of up to CDN \$500.00. The maximum online amount that can be charged to a credit card is CDN\$500.00 per day. Merit Travel may change the maximum or minimum amount that may be loaded onto your Merit Travel Card at any time in its sole discretion, and any changes to these amounts will be posted at MeritTravel.com.

Card Service Fees and Expiration

Merit Travel does not charge any service fees relating to the issuance, activation or use of your Merit Travel Card. Your Merit Travel Card will not expire.

Receipts and Statements

You will not be sent statements of itemized transactions relating to your use of your Merit Travel Card. You can check the balance of your Merit Travel Card at any participating Merit Travel location in Canada, online at MeritTravel.com or by calling Customer Relations at 1-866-341-1777. Your Merit Travel Card balance also appears on your receipt when you make a purchase with your card at a participating Merit Travel location in Canada. Please review and retain your receipt from the purchase, or loading of your Merit Travel Card, as this will be required in the event of a dispute relating to a card balance.

Billing Errors, Corrections

Merit Travel reserves the right to adjust and correct the balance on your Merit Travel Card in the event we believe that an administrative, accounting or billing error has occurred. If you have questions regarding any Merit Travel Card transactions or any correction, or if you dispute any transaction or correction that has been assessed against your Merit Travel Card, please call Customer Relations at 1-866-341-1777. Merit Travel shall have no liability for any billing error unless you provide us notice within sixty (60) days of the date of the transaction in question. Please monitor your transactions and card balances closely.

Liability for Unauthorized Transactions

Your Merit Travel Card should be treated like cash. You will be responsible for all transactions relating to your Merit Travel Card, whether authorized or not. You will not be entitled to a refund of any kind in the event your Merit Travel Card is lost, misplaced or stolen.

Privacy Statement

For information concerning how Merit Travel collects, uses and discloses your personal information as it relates to the Merit Travel Card, please review our [privacy statement](#) on MeritTravel.com or call 1-866-341-1777 to request a copy by mail.

Amendments to this Agreement

We may amend the terms or conditions of this Agreement at any time, including any rights or obligations you or we may have. We will post the terms and conditions of the amended Agreement on MeritTravel.com. As permitted by applicable law, any amendment will become effective at the time we post the amended Agreement on MeritTravel.com or as otherwise stated in the amended Agreement. Unless we state otherwise, the amendment will apply to your future and existing Merit Travel Cards. You are deemed to accept the amendments if (1) you do not notify us to the contrary in writing within thirty (30) days of the date the notice of amendments is posted on Merit Travel.com, or (2) you use your Merit Travel Card after such notice is posted.

Suspension or Termination of this Agreement

We may suspend or terminate this Agreement in whole or in part at any time and for any reason or no reason without notice or liability to you, including in connection with the termination of the Merit Travel Card program. If we terminate this Agreement without cause, we will refund or issue location credits equal to the balance held on your Merit Travel Card.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, notwithstanding any conflict of law rules.

Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against any of our subsidiary, parent or affiliate companies) arising out of or relating to this Agreement or your use of the Merit Travel Card (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (a) you may take claims to small claims

court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

Arbitration Procedures

You must first present any claim or dispute to us by contacting our Customer Relations Department to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within sixty (60) days. The arbitration of any dispute or claim shall be conducted in accordance with the Arbitrations Act (Ontario) as modified by this Agreement. Unless you and we agree otherwise, any arbitration will take place in Toronto, Ontario, and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this Agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, than the remainder shall still be given full force and effect.

Costs of Arbitration

All administrative fees and expenses of an arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

Waiver of Punitive Damage Claims and Class Actions

By entering into this Agreement, both you and Merit Travel are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and Merit Travel both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

Disclaimers and Limits of Liability

MERIT TRAVEL MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERIT TRAVEL CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SOME PROVINCES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES, SO THIS MAY NOT BE APPLICABLE TO YOU. MERIT TRAVEL DOES NOT REPRESENT OR WARRANT THAT YOUR MERIT TRAVEL CARD WILL ALWAYS BE ACCEPTED OR THE MERIT TRAVEL CARD PROGRAM WILL ALWAYS BE ACCESSIBLE. IN THE EVENT THAT MERIT TRAVEL OR ITS AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR MERIT TRAVEL CARD PRIOR TO THE TIME AT WHICH SUCH DAMAGES AROSE. MERIT TRAVEL AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, USE OR DATA) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT

LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MERIT TRAVEL OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A MERIT TRAVEL CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL. SOME PROVINCES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Assignment

We may assign all or part of this Agreement without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this Agreement.

Entire Agreement

This Agreement is the complete and exclusive statement of agreement between you and Merit Travel, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Questions or Notices

If you have any questions or wish to send us any notice regarding this Agreement or your Merit Travel Card, please visit MeritTravel.com or call us at 1-866-341-1777.