

Consent to Receive Electronic Communications

We suggest you read this document and print a copy for your reference.

Note: This Electronic Communication Consent Agreement (“Agreement”) applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card and any related products and services (“Communications”).

When you acknowledge your agreement to this Electronic Communication Consent Agreement, you are indicating your consent to all of the terms and conditions set out below.

In this Agreement, “we,” “us,” and “our” refer to the Peoples Trust Company, and “you” and “your” refer to the person to whom the Card is issued. “Card” means the Harley-Davidson Promotion Card.

1. **Scope of Communications to Be Provided in Electronic Form.** When you acknowledge your agreement to this consent to receive electronic communication, you are agreeing to receive all Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications includes:

- the Cardholder Agreement and any related supplements or addendum to the Cardholder Agreement;
- notices of any changes to the terms of the Cardholder Agreement;
- the privacy policies and any notices of updates and changes to the privacy policies;
- notices regarding insufficient funds or negative balances on your Card;
- response to claims filed in connection with your Card;
- any other information relating to your use of the Card and any related products and services, including any legal and regulatory disclosures and communications; and

2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided:

- via email to the email address you have provided to us which may contain the Communication or a link through which you may view the Communication; or
- will be posted on the website www.h-dgiftcard.ca.

You must provide us with a current email address to receive electronic Communications. Even if you have consented to receive electronic Communications, in our discretion we may from time to time send paper copies of certain Communications to any mailing address we have for you in our records, either in addition to or in lieu of providing electronic versions.

If you give us an incorrect email address or fail to keep it updated, you agree that any Communications we may make available or attempt to send through any of the methods described above will be deemed to have been provided to you in a timely manner.

Communications that we post on the website will remain accessible for a period of time which we may establish in our discretion and which may vary with the type of Communication.

3. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by providing notification of your withdrawal in writing by email to Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. If you do, we will send subsequent paper Communications to you in writing to the most current mailing address we have for you in our records. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. While we process your withdrawal, you will continue to receive Communications in electronic form. We will send you a paper Communication to confirm that your withdrawal has been processed, and you will receive paper Communications after receiving such confirmation. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.
4. **How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete e-mail address, your contact information, and other information related to this Agreement and your Card, and to maintain and update promptly any changes to this information. You can update your information (such as your e-mail address) by visiting www.h-dgiftcard.ca.
5. **System Requirements.** To receive, access or retain electronic Communications, you will need a computer or other device with internet access, a compatible web browser and, for some types of Communications, a PDF file reader. Compatible browsers include the most current version (and typically one or more prior versions) of all major browsers in widespread use. You will also need access to a printer or the ability to download information to keep copies for your records. When you agree to receive electronic Communications, you are indicating that you have the capability to access the Communications electronically and to download or print copies for your records.
6. **Requesting Paper Copies.**¹ We will not send you a paper copy of any Communication, unless you request a paper copy or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by submitting your request in writing by submitting your request in writing to Card Services, 1221 W. 103rd Street, #256, Kansas City, MO 64114. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
7. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing". You should print or download for your records a copy of this Agreement and any other Communication that is important to you.
8. **Communications from You.** This Agreement applies only to Communications you receive from us. Any notices or communications which you are required to send to us in writing, whether pursuant to our agreements with you or under applicable law, must still be sent in accordance with the instructions in those agreements.

¹ You may charge the consumer a fee for providing a paper copy of the Communication. However, any fees should be expressly stated in this agreement, the Cardholder Agreement and initial disclosures as required by the Prepaid Payment Products Regulations.

9. **Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.