These Terms and Conditions form a legal agreement between you, as Primary Cardmember, and Brim Financial Inc. ("**Brim**" or "**us**") that govern your participation in the Brim Open Rewards Program. Please read these Terms and Conditions carefully. They contain important information about the Program, including how to earn and redeem your Rewards. This version is current and effective as of March 15, 2024**.**

You understand and agree that your participation in the Brim Open Rewards Program is also subject to all of the terms and conditions of your Cardmember Agreement for the Card (the **"Cardmember Agreement").**

Please Note: This version of the Terms and Conditions is in effect as of March 15, 2024 and it applies only if your application was received on or after March 15, 2024. If we have notified you in writing that your existing version of the Terms and Conditions that govern your participation in the Brim Open Rewards Program is replaced by these Terms and Conditions, this version of the Terms and Conditions are in effect as of May 18, 2024.

1. Definitions

In these Terms and Conditions, the terms below have the following meaning:

"Account" means the credit card account opened and maintained by Brim for your Card.

"Account Statement" means the monthly paper or electronic statement for your Account that Brim prepares and sends to you approximately every four weeks.

"Balance Transfer" means a cash advance transaction by which you borrow money on your Account to pay the outstanding balance on another credit card (other than a credit card issued by us or one of our affiliates) and thereby transfer the balance owing on that other credit card to the Account.

"Brim Rewards" means the redemption functionality that can be used to redeem Rewards for any Net Purchase or against your Account Statement balance.

"Brim Rewards Account" means the nominal account we open and maintain in the name of the Primary Cardmember for the crediting and debiting of the Rewards earned in connection with the Program.

"Card" means any Brim Mastercard®, Brim World Mastercard®, or Brim World Elite Mastercard® issued under the Account.

"Cash Advance" includes the following: (i) a cash advance obtained from an automated bank machine or a financial institution that accepts your Card; (ii) use of your Card or Account for Cash-Like Transactions, Balance Transfers or Convenience Cheques; and (iii) any other Transaction where you withdraw cash from the Account.

"Cash-Like Transaction" means a Transaction involving the purchase of items that are directly convertible into cash or are similar to cash. Cash-Like Transactions include wire transfers, travellers cheques, money orders and gaming transactions, including betting, off-track betting, race track wagers, lottery tickets and casino gaming chips.

"Convenience Cheque" means a cheque we may supply for use with your Account.

"Eligible Purchase" means any purchase for which payment has been made using your Card but excludes all Balance Transfers, Cash-Like Transactions, Convenience Cheques and other Cash Advances, interest charges, Account payments and credit adjustments, and fees.

"good standing" means an Account that is not more than **90** days past due, credit has not been revoked and the Card has not been cancelled.

"Net Purchases" means all Eligible Purchases charged to your Account, less returns and merchant credits.

"Program" means the Brim Open Rewards Program that allows you to earn Rewards.

"Rewards" means a certain percentage of Net Purchases charged to the Account and also referred to in these Terms and Conditions as "points".

All other capitalized terms used but not defined herein have the meaning given to them in your Cardmember Agreement.

2. Eligibility

While all valid and active Cards are automatically included in the Program for the purposes of accumulating Rewards, only the Primary Cardmember is eligible for the benefits of the Program and to redeem Rewards. The Program is a benefit that comes with your Card and is offered at no extra cost to you.

Only one Brim Rewards Account will be set up for each Account. This means that all Rewards earned by both the Primary Cardmember and any Additional Cardmember will be credited to the one Brim Rewards Account.

3. Earning Brim Rewards

You can earn Base Rewards and Open Rewards when using your Card:

(a) Base Rewards:

Rewards are earned on Net Purchases. Rewards are earned on a per transaction basis as long as the Account is in good standing and are reflected in your Brim Rewards Account as set out below.

Rewards will be calculated as follows:

Brim Mastercard:

- **1** point for every two dollars ($2) of Net Purchases made on your Card in Canadian dollars

Brim World Mastercard:

- **1** point for every two dollars ($2) of Net Purchases made on your Card in Canadian dollars

Brim World Elite Mastercard:

- **1** point for every one dollar ($1) of Net Purchases made on your Card in Canadian dollars

Rewards are calculated on the Canadian dollar amount of Net Purchases and rounded to the nearest cent. Rewards are reflected as soon as the next business day in your Brim Rewards Account which can be viewed online by logging into your Account through brimfinancial.com. Rewards are earned and are available for redemption once the transaction for which the Rewards are earned is posted to your account.

Rewards credited to your Brim Rewards Account on any Eligible Purchase made with your Card that you subsequently return will be adjusted and reflected in your Brim Rewards Account. Your Brim Rewards Account balance will be reduced by the number of Rewards equivalent to the amount originally credited. You should be aware that in some cases your Brim Rewards Account balance may become negative. In such case, if Rewards are earned in the future, they are first used to offset the negative balance. In the event that your Account is closed or becomes inactive for **90** days and your Brim Rewards Account Balance is negative, then Brim may charge your Account for an amount calculated on the basis of **$0.01** per negative point which will be posted to your Account as a Purchase. We accept no liability for any errors in the Rewards balance in your Brim Rewards Account. If any Rewards are awarded to your Brim Rewards Account in error, we reserve the right to deduct the number of Rewards awarded in error at any time, and without notice to you. We are not obligated to honour a request to redeem Rewards added to a Brim Rewards Account in error.

Rewards cannot be earned after the date your Account is closed or the date the Program is terminated.

In the event of a dispute about the amount of your Rewards earned, redeemed or deducted, our record of all Rewards will be considered conclusive unless you notify us of any discrepancy within **30** days of your statement dale. You must notify us of any discrepancy at

1-866-305-2746 (BRIM) Canada and USA and

647-251-2746 (BRIM) (collect) elsewhere.

Alternatively, you may notify us by mail at the following address:

Brim Financial Inc.
Attention: Member Services
4101 Yonge Street, Suite **506**
Toronto, ON
M2P 1N6

(b) Open Rewards

Brim may offer you the opportunity to step up the number of points your Brim Rewards Account earns either per $1 of Eligible Purchases at a specified merchant partner or as a multiple of your usual Base Rewards. Any such Open Rewards offers will be applicable to Eligible Purchases made with specified merchant partners and will be subject to any terms and conditions set out in the offer. Where such an offer applies, it will replace rather than add to the Base Rewards set out under Section **3.(a).** You can earn an unlimited and uncapped number of points with Open Rewards.

Brim may communicate offers via email, in-app notification, mobile text message, in monthly statements or at brimfinancial.com.

4. Referral Bonuses

Brim may offer referral bonuses in the form of points from time to time. To receive a referral bonus, your Account must be in good standing. You agree to only make recommendations to known friends and family members with whom you have a relationship and who have confirmed to you that they want to receive this communication. You must not send recommendations to people you do not know. You agree that other cardmembers on your Account may also make and send recommendations. Additional terms and conditions will be set out in the promotional materials and Brim's Referral Program Terms and Conditions which are available at https://brimfinancial.com/legal

5. Redeeming Rewards

Rewards can be redeemed towards Net Purchases or against your Account Statement balance using the Brim website or mobile application. The standard redemption rate would allow **100** points to be redeemed for $1 of Net Purchases, provided that in some cases the redemption rate could be higher (the higher redemption rate would be indicated where applicable). Rewards can be redeemed starting at $1. To redeem rewards, log into your Account through brimfinancial.com or through the Brim mobile application. The Brim mobile application may not be available on all devices, and is subject to additional terms and conditions. Once logged in, select the Redeem Rewards option, and your selected Net Purchase made using your Card will be paid with rewards from your Brim Rewards Account up to the full amount of your Net Purchase or the full balance of your Brim Rewards Account, whichever is less.

You may also select to apply your points as cashback, and your Account Statement balance will be paid with points from your Brim Rewards Account up to the full amount of your Account Statement balance or the full balance of your Brim Rewards Account, whichever is less.

Only the Primary Cardmember is authorized to log in and view points in their Brim Rewards Account and redeem Rewards.

The Primary Cardmember may call Brim at **1-866-305-2746** (BRIM) Canada and USA or **647-251-2746** (BRIM) (collect) elsewhere and request that their Rewards be credited to their Account. This will occur no more than two billing cycles from the date of the call.

Reward redemptions are reflected as soon as the next business day in your Brim Rewards Account and, on a monthly basis, as credits on your Account Statement.

6. Use of Personal Information

Brim may exchange Program and Account related information about you with other parties, such as participating partners, merchants or service providers, as required to administer the Program. All personal information will be collected, used, disclosed or otherwise treated in accordance with the Brim Privacy Policy available at brimfinancial.com/legal/.

7. Tax

Any federal and/or provincial tax liability and reporting obligations for any taxes (including but not limited to personal and business income tax reporting) arising from the accrual of Rewards is your responsibility. You release Brim from all liabilities in this regard and acknowledge that Brim will not issue tax receipts.

8. Changing the Program and these Terms and Conditions

Subject to applicable law, we may make changes to the Program and these Terms and Conditions as they apply to you, in whole or in part, at any time and from time to

time, without giving you notice.

These changes may include, but are not limited to: **(I)** the credit cards that are eligible to participate in the Program; **(II)** the Eligible Purchases or Net Purchases that qualify for Rewards; **(iii)** the maximum number of Rewards; **(iv)** the manner and rate at which Rewards are calculated and earned; (V) the manner and rate at which Rewards are redeemed.

9. Termination of Program

We reserve the right to terminate the Program, in whole or in part, at any time on **30** days' prior written notice. If the Program is ever terminated, any Rewards in your Brim Rewards Account will be applied towards your Account Statement balance.

10. Miscellaneous

Rewards do not expire as long as your Account remains open. Brim Rewards can only be redeemed if your Account is in good standing. If your Account is not in good standing, your points may only be used to credit your Account.

Any abuse of the Program's privileges, failure to follow its terms, or misrepresentation may result in Brim ending your participation in the Program and such termination may result in the loss of accumulated Rewards. From time to time it may be necessary for Brim to restrict, suspend or otherwise alter aspects of the Program, with or without notice to you.

Rewards are not refundable, exchangeable, and have no cash value. Rewards may not be resold, pledged or hypothecated in any way. If the Primary Cardmember dies, any Rewards earned on the Account will be credited to the Account on the Account Statement issued after Brim is made aware of the Primary Cardmember's death, unless the surviving spouse is an Additional Cardmember and he/she applies to become and qualifies under Brim's standard credit criteria as the Primary Cardmember within **60** days after Brim is notified of the Primary Cardmember's death.

All notices and other communications required or permitted to be provided under these Terms and Conditions will be provided in the manner set forth in the Cardmember Agreement.

The Program is void where prohibited by federal, provincial or municipal law.

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