

The following terms and conditions, along with your selected account information, payment option selection and authorization above, constitute a PAD Agreement between you and Brim Financial Inc. (“**Brim**”, “**we**” or “**us**”). This PAD Agreement is provided to Brim and to the financial institution selected above (the “**Financial Institution**”) in consideration of Brim and the Financial Institution agreeing to process pre-authorized debits (PADs) against the bank account specified above (or any other bank account you may provide to us from time to time)(the “**Account**”) for the purposes of making all regular recurring payments and/or one-time payments for amounts due and owing by you to Brim from time to time under or in connection with the cardholder agreement between you and Brim (“**Agreement**”). All capitalized terms used but not defined in this PAD Agreement will have the same meanings given to them in the Agreement.

The debits authorized hereunder are for personal purposes and shall be debited from the Account in accordance with the rules of Payments Canada (the “**Rules**”).

1. Authorization to Debit Account for Other Amounts. In addition to authorizing regular payments as specified in the payment option selection and authorization above, for any other amount that may become due and owing to Brim from time to time under the Agreement or this PAD Agreement (including any NSF fees) each such amount shall be debited from the Account **on or about the payment due date shown on the notice provided to you requesting payment** (or, if the payment date falls on a weekend or statutory holiday, on the next business day). For debits other than regular recurring debits (i.e., one-time or sporadic debits), prior to initiating any such debit, Brim will obtain your authorization to debit the Account in accordance with the Rules.
2. Error Correction. In the event we make an error in processing any payment from the Account, you authorize us to initiate a corrected debit or credit on the Account, as applicable, to correct the error in accordance with the Rules.
3. Waiver of Pre-Notification. **You agree to waive all pre-notification requirements under the Rules in respect of any debits drawn from the Account under this PAD Agreement including, without limitation, pre-notification of the amount or payment dates of all debits drawn against the Account. You further agree to reduce the time within which you must receive a confirmation of this PAD Agreement before the due date of the first debit and agree that this written confirmation can be provided via email to the email address provided to Brim for the purposes of receiving information and communications.**
4. Dishonoured PAD. You understand that if any debit initiated by Brim on the Account is dishonoured for any reason, then Brim shall, without prejudice to any other rights and remedies, be entitled to issue another debit in substitution for the dishonoured debit until the debit is honoured and that, if applicable, Brim shall also be entitled to initiate a separate debit to cover any NSF fees or dishonoured payment fee, including any fees or interest charged by the Financial Institution or costs and expenses imposed on us for the failed payment. You agree that we shall be under no liability whatsoever caused by a dishonoured debit or for any related fees (including, without limitation, any fees that may be imposed on you by the Financial Institution as a result of the unsuccessful PAD).
5. Cancellation. This PAD Agreement will remain in effect until all amounts owing under the Agreement and this PAD Agreement have been paid in full or until you give us written notice of its change or termination. You may revoke or cancel this PAD Agreement at any time by giving us at least **thirty (30) days’** written notice before your next regular recurring payment is due; however, cancellation of your authorization to debit the Account will not terminate, cancel, reduce or otherwise affect the amounts owing by you to us under the Agreement as your authorization in this PAD Agreement applies only to the method of payment and you must still pay all amounts due or owing under the Agreement and this PAD Agreement. You may obtain a sample cancellation form, or more information on your right to cancel this PAD Agreement, by contacting the Financial Institution holding the Account or by visiting www.payments.ca. Cancellation will be effective once Brim and the Financial Institution holding the Account have a reasonable opportunity to act on it.

6. Recourse Rights. You have certain recourse rights if any debit does not comply with this PAD Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. For more information about your recourse rights, you may contact your Financial Institution or visit www.payments.ca. You can also contact Brim at support@brimfinancial.com to make any inquiries, obtain information or seek any recourse rights.
7. Assignment. **We may assign this PAD Agreement to another person or entity, whether directly or indirectly, by operation of law, change of control or otherwise, provided that, at least ten (10) days prior to the next regular recurring payment being issued in the assignee's name we or the assignee shall provide you notice of the details of any such assignment, including the identity and contact information of the assignee. Thereafter, the assignee shall be permitted to debit the Account in accordance with the terms of this PAD Agreement.**
8. Privacy Consent. You consent to the collection, use and disclosure of any personal information contained in (or that may be collected by us pursuant to) this PAD Agreement to any third parties as may be required to process the debits in accordance with the Rules and the proper application of the Rules. You understand that Brim will handle the personal information contained herein in accordance with its Privacy Policy.
9. Quebec only: You hereby acknowledge and confirm that: (i) a French version of this PAD Agreement was presented to you, (ii) you have read the French version of these terms; and (ii) these terms and all related documents have been drafted in the English language at your express request. Vous reconnaissez et confirmez par les présentes que (i) la version française des présentes conditions vous a été transmise, (ii) vous en avez pris connaissance, et (iii) les présentes conditions ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à votre demande expresse.