



# Pine Premium: Mortgage Rebate

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## Overview

Pine Premium is an optional membership for Pine mortgage customers. You pay a one-time Membership Fee, and we pay you a rebate every month for the length of your mortgage term.

The fee comes out of the same account your mortgage payments come from. Your rebate then lands in that same account on the first of each month.

Your Membership Fee, monthly rebate and number of rebates are fixed amounts set by your mortgage term. They are shown in your Enrolment Summary and Disclosure Statement before you accept.

Members also get an annual mortgage check-in with an advisor and access to future benefits and discounts as they become available.

## Eligibility

To enrol in Pine Premium, you'll need to:

- have a new Pine mortgage that has funded, or is scheduled to fund
- be a borrower named on that mortgage
- have your mortgage payments made from a Canadian account in your name that can also receive electronic transfers
- live in Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia, New Brunswick, Prince Edward Island, or Newfoundland and Labrador

We'll only offer you Pine Premium after your mortgage is approved. It never affects your approval, your rate, or your mortgage terms and saying no never will either.

## Important things to know

- **You can change your mind before the fee is debited.** You can cancel any time before the Membership Fee is debited, and nothing will be charged. You'll always have at least 48 hours after accepting (see Section 10). Once the fee is debited, it is non-refundable.
- **If you leave your mortgage early, you don't get cash back.** Rebates stop, you keep the ones you've already received, and the part of your fee you haven't received back yet goes toward reducing your mortgage prepayment charge instead. That amount goes down by an equal share of your fee with each rebate payment. If there is no prepayment charge, or it is smaller than that amount, the difference is not paid to you.
- **The fee comes out of the account your mortgage payments come from.** You can't choose a different account, and your rebates are paid back into that same account.

- **Pine Premium doesn't renew automatically.** It ends when your mortgage term ends, or earlier if your mortgage leaves Pine.
- **It isn't insured or secured.** It isn't CDIC-insured, and it isn't secured against your home. Pine's promise to pay you rebates is an unsecured promise: if Pine were ever unable to pay, you could lose the rebates still owing to you.
- **Pine benefits when you enrol.** Pine is your mortgage brokerage and also receives your Membership Fee, which is a conflict of interest. Our advisors receive no commission or bonus for enrolling you. See Section 4.

## How to enrol

Your Pine advisor will walk you through Pine Premium once your mortgage is approved. Before you commit, they'll show you the fee, your monthly rebate amount, the total you'd receive over your term, when your fee is debited and your rebates are paid, how cancellation works, and what happens if you leave your mortgage early.

Before you accept, you'll also receive the Pine Premium Disclosure Statement, which summarizes the key facts, our conflict of interest and the main risks.

You then accept it in your Pine account. We email you a copy of these Terms, your Disclosure Statement and your enrolment summary as soon as you accept, and all three stay available in your Pine account documents.

Nothing is charged until your mortgage funds.

This overview is a plain-language summary. The numbered Terms and conditions below are the agreement between you and Pine, and if anything here differs from them, the Terms govern.

## Terms and conditions

The sections below are the binding agreement between you and Pine.

### 1. About these Terms

Pine Premium is an optional, paid membership offered by Pine Canada Financial Corporation ("**Pine**", "**we**", "**us**", "**our**") to eligible mortgage customers. In exchange for a one-time Membership Fee, you receive the Membership Benefits described in these Terms for the duration of your membership. Rebate Payments, made in monthly instalments over your mortgage term, are one of those Membership Benefits.

These Terms form a legally binding agreement between you and Pine governing Pine Premium only. They are in addition to, and do not replace:

a) your mortgage commitment, mortgage agreement, and any related security or standard charge terms (together, your "**Mortgage Agreement**"); b) Pine's website Terms of Use; and c) Pine's Privacy Policy.

If these Terms conflict with your Mortgage Agreement, your Mortgage Agreement governs. Nothing in these Terms changes your mortgage rate, balance, payment amount, amortization, term, or any other feature of your mortgage, except as expressly provided in Section 11 (Early exit) and Section 12 (Other events affecting your membership).

**How you agree.** Before you accept, Pine shows you your Enrolment Summary, your Disclosure Statement and these Terms. You enrol by checking a single box in your Pine account confirming that you have received and read the Disclosure Statement and that you accept these Terms, including the one-time pre-authorized debit authorization in Section 6, the early exit rules in Section 11 and the privacy terms in Section 18. Checking that box is your electronic signature to this agreement. Pine records the date and time you accept, and the version of these Terms, the Disclosure Statement and the Enrolment Summary shown to you, and emails you a copy of each.

By enrolling in Pine Premium, you confirm that you have read, understood, and agree to these Terms.

## 2. Definitions

In these Terms:

- **Debit Date** means the third business day after your mortgage funds or, if your mortgage has already funded when you accept these Terms, the third business day after you accept them.
- **Designated Account** means the Canadian chequing account from which your mortgage payments are made, as recorded by Pine at the time you enrol. It is the account Pine debits the Membership Fee from and pays Rebate Payments into.
- **Disclosure Statement** means the Pine Premium Disclosure Statement given to you before you accept these Terms, summarizing the key facts about Pine Premium, Pine's role and conflict of interest, and the material risks.
- **Enrolment Summary** means the summary of your membership shown to you before you accept these Terms and emailed to you on acceptance, setting out your Membership Fee, your Rebate Payment amount, the number of payments, and your Total Rebate.
- **Membership Benefits** means the benefits available to Pine Premium members, described in Section 8. Rebate Payments are a Membership Benefit.
- **Membership Fee** means the one-time fee payable to enrol in Pine Premium, in the amount set out in your Enrolment Summary.
- **Payment Term** means the period over which Rebate Payments are scheduled, beginning on your First Payment Date (the first day of the month after your Debit Date) and ending on your Final Payment Date (the date of your last scheduled Rebate Payment). Your Payment Term is matched to the term of your mortgage and will not extend beyond it.
- **Rebate Payment** means a monthly payment made by Pine to you under Pine Premium, in the amount set out in your Enrolment Summary.
- **Total Rebate** means the total of all Rebate Payments scheduled over the Payment Term, as set out in your Enrolment Summary.
- **Unreturned Balance** means your Membership Fee multiplied by the number of Rebate Payments still to be made, divided by the total number of Rebate Payments. It is nil from

your Final Payment Date.

### 3. Eligibility

To enrol in Pine Premium you must:

a) have a new Pine mortgage that has funded, or that is scheduled to fund; b) be a borrower named on that mortgage; c) have your mortgage payments made from a Canadian chequing account in your name, capable of sending and receiving pre-authorized electronic funds transfers; and d) reside in a province in which Pine offers Pine Premium: Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia, New Brunswick, Prince Edward Island, or Newfoundland and Labrador.

**Who the member is.** A Pine Premium membership is held by an individual borrower, not by a mortgage. The borrower who enrolls is the member. Where more than one borrower is named on the mortgage, only the enrolling borrower's agreement is required and the consent of any other borrower is not needed. By enrolling, you confirm that you are entitled to authorize debits from, and payments to, the Designated Account and, if it is a joint account, that you have any agreement your account agreement requires from the other account holder.

Pine may change the eligibility criteria for new enrolments at any time. A change to those criteria does not affect members already enrolled.

### 4. Pine Premium is optional

Enrolment in Pine Premium is voluntary. Your mortgage approval, your mortgage rate, and the terms of your Mortgage Agreement do not depend in any way on whether you enrol, and declining Pine Premium will not affect your mortgage application, your funding, or how Pine administers your mortgage, including how Pine processes your payments, renewals, prepayments and payouts.

Pine will only ask you to decide about Pine Premium after your mortgage has been approved, although your advisor may mention it earlier in the process. Your approval, rate, and funding never depend on your answer.

**Our role and conflict of interest.** Pine is your mortgage brokerage and is also the provider of Pine Premium: Pine receives your Membership Fee and pays your Rebate Payments. Pine Premium is designed to benefit you, and Pine also benefits when you enrol. Because Pine both recommends Pine Premium and benefits from it, this is a conflict of interest. You should consider whether Pine Premium suits your needs and circumstances before you enrol.

**Advisor compensation.** Pine advisors receive no commission, bonus or other benefit for enrolling you in Pine Premium.

### 5. The Membership Fee

**Amount.** The Membership Fee is a fixed amount set by the term of your mortgage, and is

shown in your Enrolment Summary and Disclosure Statement before you accept.

**What the Membership Fee buys.** The Membership Fee purchases your Pine Premium membership and the Membership Benefits available to members. It is not a prepayment on your mortgage and is not added to your mortgage balance. Rebate Payments are subject to the conditions and early exit rules in these Terms. Please read Section 15 before you enrol.

**Pine Premium must be attached to a Pine mortgage.** Pine Premium cannot be purchased on its own. It is available only in connection with a Pine mortgage, and it ends when that mortgage ends.

**Optional service.** Because Pine Premium is entirely optional, is offered only after your mortgage has been approved, and does not affect your mortgage rate, approval, or any term of your Mortgage Agreement, the Membership Fee is disclosed to you separately, as a charge for an optional service, and not as part of your mortgage's cost of borrowing.

## 6. Paying the Membership Fee

**When it is payable.** The Membership Fee is payable once, on your Debit Date (see Section 2). Nothing is payable before your mortgage funds.

**How it is paid.** The Membership Fee is paid by a single pre-authorized debit from the Designated Account, under the authorization set out below. Pine Premium does not use a separate bank account: the Membership Fee is debited from, and Rebate Payments are paid into, the account already set up for your mortgage payments. You cannot choose a different account.

**The Membership Fee is not financed.** Pine does not add the Membership Fee to your mortgage principal, and there is no instalment or deferred-payment option. You do not pay interest on the Membership Fee.

**If the debit does not go through.** If Pine is unable to collect the Membership Fee, Pine will email you, and may re-attempt the debit once from the Designated Account, on a date Pine gives you in that email. Your membership does not begin, and no Rebate Payment is payable, until the Membership Fee has been paid in full. Where the Membership Fee is collected late, your first Rebate Payment is held and paid to you once it has been collected. If the Membership Fee has not been collected within 30 days after your Debit Date, Pine will treat your enrolment as not having taken effect. In that case neither of us owes the other anything under these Terms. Pine is not responsible for any fee your financial institution charges you in connection with a returned or failed debit, unless the failed debit was caused by Pine's error.

**Your pre-authorized debit authorization.** The rest of this section is your pre-authorized debit agreement with Pine under Payments Canada Rule H1. By accepting these Terms, you authorize the debit described below. You can keep a copy: these Terms and your Enrolment Summary are emailed to you when you accept, and are available in your Pine account at any time.

**Who you are authorizing.** Pine Canada Financial Corporation, 1 University Ave., Toronto, ON,

M5J 2P1. Email: [hello@pine.ca](mailto:hello@pine.ca). Phone: 1-855-424-7317.

**What you are authorizing.** You authorize Pine to debit the account from which your mortgage payments are made, for the Membership Fee.

**Type of debit.** This is a **Personal** pre-authorized debit.

**Amount.** A fixed amount, equal to the Membership Fee set out in your Enrolment Summary.

**When. One time only,** on your Debit Date: the third business day after your mortgage funds or, if your mortgage has already funded when you accept these Terms, the third business day after you accept them. If that debit is returned or cannot be processed, you authorize Pine to re-attempt it once, on the date Pine emails you, no later than the 30th day after your Debit Date. This authorization is used once and is then spent. It does not authorize any recurring or further debit.

**Advance notice. You waive the right to receive advance notice of the amount and date of this debit before it is processed.** You can do this because the amount and the Debit Date were disclosed to you in these Terms and your Enrolment Summary before you authorized the debit.

**Cancelling.** You may revoke this authorization at any time before the debit is processed, by contacting Pine at [hello@pine.ca](mailto:hello@pine.ca) or 1-855-424-7317. Revoking it means your membership does not begin. Revoking it does not affect your mortgage or your obligations under your Mortgage Agreement. To obtain a sample cancellation form, or for more information on your right to cancel a pre-authorized debit agreement, contact your financial institution or visit [payments.ca](https://payments.ca).

**Recourse.** You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, contact your financial institution or visit [payments.ca](https://payments.ca). A claim must be made within 90 calendar days of the date the debit is posted to your account.

**Service provider.** Pine uses a third-party payment service provider, Zum Rails, to process this debit and to send your Rebate Payments. Pine remains responsible to you for both.

## 7. Rebate Payments

If you are enrolled, Pine will pay you the Rebate Payment set out in your Enrolment Summary, for the number of payments set out there.

**Payment dates.** Rebate Payments are made on the first day of each month, beginning on the first day of the month following the month of your Debit Date. Where the first day of a month falls on a weekend or a statutory holiday, payment is made on the next business day. If a payment is delayed by something outside Pine's reasonable control – such as a banking-system or payment-processor outage – Pine will make it as soon as it reasonably can.

**How payments are made.** Rebate Payments are made by electronic funds transfer into the

Designated Account. You can see your Rebate Payment amount, the payments made, and the payments remaining in your Pine account or by contacting Pine.

**Late or missed mortgage payments.** A late or missed mortgage payment does not pause, reduce, or cancel your Rebate Payments. Pine Premium and your mortgage are separate. Section 12 sets out the limited circumstances in which your membership ends.

**No interest.** Rebate Payments do not earn interest. Pine does not pay interest on a Rebate Payment that is held or delayed under these Terms, except where the law requires it.

## 8. Membership Benefits

As a member, you receive:

- a) **Rebate Payments**, as described in Section 7;
- b) **Annual mortgage check-in**: a yearly review with a Pine advisor covering prepayment options, rate outlook and renewal planning;
- c) **Future benefits and discounts**: access to new Pine benefits and partner discounts as they become available.

Pine will provide the annual mortgage check-in for as long as your membership lasts. Pine may also add further Membership Benefits from time to time.

Any Membership Benefit other than Rebate Payments and the annual mortgage check-in:

- a) is provided at Pine's discretion; b) may be changed, suspended, or withdrawn by Pine on notice; c) has no cash value, and cannot be exchanged for cash or for additional Rebate Payments; and d) does not replace, reduce, or delay any Rebate Payment to which you are entitled.

Pine does not promise that any particular benefit will be added. You should not enrol in Pine Premium in expectation of a benefit that is not described in these Terms at the time you enrol.

## 9. Your banking information

Pine Premium uses the Designated Account – the account your mortgage payments are made from – for both the Membership Fee and your Rebate Payments.

**If you change the account your mortgage is paid from**, that account becomes your Designated Account for Pine Premium as well, from the date the change takes effect. You do not need to tell Pine separately, and you cannot hold Pine Premium on a different account from your mortgage.

You must keep your contact information current. If a Rebate Payment fails because the Designated Account is closed, frozen, or otherwise unable to receive it, Pine will contact you and will make the missed payment once a valid account is in place. Pine is not responsible for

any fee your financial institution charges you in connection with a failed or returned payment, unless the failure was caused by Pine's error.

## 10. Cancellation

**Cancellation window.** You may cancel your membership for any reason at any time before the Membership Fee is debited. Because the fee is debited on your Debit Date, you will always have at least 48 hours after you accept these Terms. To cancel, contact Pine at [hello@pine.ca](mailto:hello@pine.ca) or 1-855-424-7317. Your cancellation is effective when you send it, and Pine will not debit the Membership Fee.

**After the Membership Fee is debited.** Once the Membership Fee has been debited, your membership is final and the Membership Fee is non-refundable. You may still end your membership at any time under Section 17, but doing so does not entitle you to a refund. Your Unreturned Balance is instead available to you as a credit against your mortgage prepayment charge, as described in Section 11.

**Your legal rights.** Nothing in these Terms takes away any cancellation or refund right that the consumer protection laws of your province give you.

## 11. Early exit: prepayment charge credit

After the cancellation window in Section 10, the Membership Fee is not refundable in cash. If you leave your Pine mortgage before the end of your Payment Term, the portion of your Membership Fee that you have not yet received back – your Unreturned Balance – is applied to reduce your mortgage prepayment charge, and only that charge. Depending on the size of that charge, this can mean you get back less than you paid. Please read this section carefully before you enrol.

**How it works.** If your mortgage is discharged, paid out, refinanced away from Pine, or transferred to another lender before the end of your Payment Term:

a) Rebate Payments stop as of the discharge or transfer date; b) you keep every Rebate Payment already received; c) Pine applies your Unreturned Balance as a credit against the prepayment charge otherwise payable under your Mortgage Agreement; and d) you are not entitled to any refund of the Membership Fee, or to any portion of the Total Rebate not yet paid, beyond that credit.

**How your Unreturned Balance is worked out.** Your Unreturned Balance starts at your Membership Fee and goes down by an equal share of the fee with each Rebate Payment:  $\text{your Membership Fee} \times \text{Rebate Payments still to be made} \div \text{total Rebate Payments}$ . It reaches nil on your Final Payment Date.

Pine will tell you your current Unreturned Balance on request.

**Example.** On a Membership Fee of \$1,799 with 60 monthly Rebate Payments of \$40, a member who discharges their mortgage after 24 payments has received \$960 in Rebate Payments. Their Unreturned Balance at that point is \$1,079.40 (that is,  $\$1,799 \times 36 \div 60$ ), and

that amount is applied against the prepayment charge payable on the discharge. If the prepayment charge were \$5,000, the member would pay \$3,920.60.

**Limits on the credit.** a) The credit applies only to the prepayment charge on the Pine mortgage under which you enrolled. b) The credit cannot exceed the prepayment charge payable. Where your Unreturned Balance is greater than the prepayment charge, the excess is not paid to you in cash and has no other value. This is most likely with a variable-rate mortgage, where the prepayment charge is usually three months' interest. c) The credit is not transferable, has no cash value, and cannot be applied to any other amount you owe Pine, including principal, interest, arrears, or discharge and administration fees. d) The credit is applied automatically at payout and shown on your payout statement. You do not need to request it. e) Where no prepayment charge is payable on an early payout — for example, because your mortgage is open, or Pine waives the charge — no credit arises and the Unreturned Balance is not paid to you.

## 12. Other events affecting your membership

**Arrears.** Rebate Payments are not affected by arrears on your mortgage. A late or missed mortgage payment does not pause, reduce, or cancel your membership.

**Default.** If Pine enforces its security under the Mortgage Agreement, your membership ends and remaining Rebate Payments are cancelled. You agree that Pine may apply your Unreturned Balance against the amounts owing to Pine under the Mortgage Agreement, and Pine will show that credit on its statement of the amounts owing. If Pine withdraws the enforcement because your mortgage is brought back into good standing before your Unreturned Balance has been applied, your membership continues, and any Rebate Payments missed in the meantime are paid to you.

**Porting.** If you port your Pine mortgage to a new property and the mortgage remains with Pine, your membership continues on the same schedule.

**Assumption.** If another person assumes your mortgage, your membership does not transfer. Your membership ends on the assumption date, and Section 11 applies.

**Death.** If a member dies, Pine will continue to make the remaining Rebate Payments into the Designated Account for as long as the mortgage remains with Pine and Pine has not commenced enforcement. If that account is closed, Pine will pay the remaining Rebate Payments to the member's estate – or to a surviving borrower on the mortgage if the estate directs it – once Pine receives reasonable documentation, such as a death certificate and proof of the estate representative's authority.

**Change to your mortgage term.** If your mortgage term changes before its scheduled end – for example, through an early renewal, a refinance with Pine, or a restructuring of your mortgage – Pine will either continue your remaining Rebate Payments on the same schedule or offer you a new membership matched to the new term. Your membership will not end, and you will not lose your Unreturned Balance, because of a change that keeps your mortgage with Pine.

**Assignment of your mortgage.** Pine may sell, assign, or securitize your mortgage. If it does,

Pine remains responsible for Rebate Payments under these Terms unless Pine assigns these Terms under Section 20 and notifies you in writing.

## 13. Renewal

Pine Premium is tied to the mortgage term in which you enrolled, and does not renew automatically. Your Final Payment Date falls at or before the end of that term, so if your membership runs to completion you will have received the full Total Rebate by the time the term ends. Your membership then ends.

If you renew your mortgage with Pine, you may be offered the opportunity to enrol in a new membership for the new term, on the terms then offered. Pine is not obligated to offer Pine Premium at renewal.

## 14. Taxes

Depending on your circumstances, receiving Rebate Payments may have tax consequences for you. Pine does not give tax advice, and you are responsible for determining and reporting any tax consequences of your membership, and for any tax payable. If the law requires Pine to report Rebate Payments or issue you a tax slip, Pine will do so and will send you a copy.

## 15. Important things to understand before you enrol

Before you enrol, you should understand that:

- a) **Not insured.** Pine Premium is not insured by the Canada Deposit Insurance Corporation or by any provincial deposit insurer.
- b) **Fixed amounts.** Your Rebate Payments and the way your Unreturned Balance is worked out are fixed when you enrol and do not change with interest rates or with Pine's financial performance.
- c) **Not part of your mortgage.** Pine Premium is not a prepayment, a principal reduction, or a credit against your mortgage, except as described in Sections 11 and 12.
- d) **Unsecured.** Pine's obligation to make Rebate Payments is an unsecured contractual obligation. It is not secured against your property or against any asset of Pine, and it has no priority over Pine's other obligations. If Pine becomes insolvent or ceases operations, you would rank as an unsecured creditor and may receive nothing further.
- e) **Depends on your mortgage.** What you receive depends on how long your mortgage remains with Pine.
- f) **Conflict of interest.** Pine recommends Pine Premium and benefits when you enrol, as described in Section 4.

## 16. Changes to these Terms

For members already enrolled, Pine will not change the Membership Fee, the Rebate Payment amount, the number of Rebate Payments, the way the Unreturned Balance is worked out, or the early exit treatment in Section 11.

Pine may change any other part of these Terms, and may change or discontinue Pine Premium for new enrolments, at any time. If Pine stops offering Pine Premium, existing memberships continue to the end of their Payment Term. Pine will notify you of any change that affects your membership at least 30 days before it takes effect. No change applies to anything that happened before it takes effect. If a change would materially disadvantage you, you may end your membership before the change takes effect by contacting Pine, and Pine will refund your Unreturned Balance in cash within 30 days.

## 17. Ending your membership

**You may end your membership** at any time by contacting Pine. Doing so stops future Rebate Payments and does not entitle you to a cash refund, except as described in Section 16. Your Unreturned Balance remains available as a prepayment charge credit under Section 11 for as long as your mortgage remains with Pine.

**Pine may end your membership** if you breach these Terms in a material way and do not fix the breach within 30 days after Pine asks you to, if you provided false or misleading information when enrolling, if Pine reasonably determines that fraud or misuse has occurred, or if required by law or by a regulator. Before ending your membership for false information, fraud or misuse, Pine will tell you the reason in writing and give you 15 days to respond, unless the law prevents Pine from doing so. Where Pine ends your membership for fraud or a material misrepresentation by you, Pine may stop remaining Rebate Payments and may recover any Rebate Payment you would not have received but for the fraud or misrepresentation. Where Pine ends your membership for any of the reasons above other than a legal or regulatory requirement, your Unreturned Balance remains available as a prepayment charge credit under Section 11, less any amount Pine is entitled to recover under this section. Where Pine ends your membership because it is required to by law or by a regulator, Pine will refund your Unreturned Balance in cash within 30 days.

## 18. Privacy

This section explains how Pine handles personal information for Pine Premium. It adds to the Pine Privacy Policy, and by enrolling you consent to the uses described here.

**What we use and why.** Pine uses your name, contact details, Designated Account details, mortgage details, mortgage status and property address to check your eligibility, collect the Membership Fee, make Rebate Payments, work out your Unreturned Balance and early-exit credit, provide Membership Benefits such as your annual mortgage check-in, and meet legal and tax reporting requirements.

**Where it comes from.** From you, from your mortgage file with Pine, and from Pine's payment

service provider.

**Who we share it with.** Pine shares your banking and payment information with its payment service provider, Zum Rails, only to process the Membership Fee and Rebate Payments. Pine's service providers may only use your information to provide services to Pine and must protect it. Your information may be stored or processed outside Canada, where it may be accessible to authorities under local law. Pine does not share your information with partners or for their marketing unless you separately agree.

**How long we keep it.** For as long as needed for the purposes above and to meet legal, tax and record-keeping requirements.

**How we protect it.** Pine uses physical, technical and administrative safeguards appropriate to the sensitivity of the information.

**Your rights.** You can ask to see the personal information Pine holds about you for Pine Premium, ask Pine to correct it, or ask questions about how it is used, by contacting Pine's privacy officer as set out in the Pine Privacy Policy.

## 19. Complaints

If you have a question or a complaint about Pine Premium, please contact Pine first at [hello@pine.ca](mailto:hello@pine.ca) or 1-855-424-7317. Pine will acknowledge your complaint and respond in accordance with its complaint-handling procedure, which is available on request. If you are not satisfied with Pine's response, you may contact the regulator that oversees Pine in your province, or your provincial consumer protection office.

## 20. General

**Governing law.** These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, and you and Pine attorn to the non-exclusive jurisdiction of the courts of Ontario. Nothing in this section removes any right you have under the consumer protection laws of your own province, including any right to bring proceedings there.

**Currency.** All amounts referred to in these Terms are in Canadian dollars.

**Assignment.** You may not assign or transfer your membership. Pine may assign these Terms to an affiliate, or to a successor to its business, on written notice to you, provided the assignee agrees in writing to take on Pine's obligations to you under these Terms.

**No waiver.** A failure by Pine to enforce a provision of these Terms is not a waiver of its right to enforce that provision later.

**Severability.** If any provision of these Terms is found to be invalid or unenforceable, it is severed and the remaining provisions continue in force.

**Limitation of liability.** Pine's total liability to you in connection with these Terms is limited to the

Rebate Payments owed to you and any amount refundable to you under Section 16 or Section 17, and Pine is not liable for indirect or consequential losses. This limit does not apply to losses caused by Pine's fraud, wilful misconduct or gross negligence, to unauthorized or incorrect debits, or to a breach of Pine's privacy or security obligations. This limit does not apply where the law does not allow it, and nothing in it reduces Pine's obligation to make Rebate Payments.

**Entire agreement.** These Terms, together with your Enrolment Summary, your Disclosure Statement, the Privacy Policy, and the website Terms of Use, are the entire agreement between you and Pine in respect of Pine Premium, and replace any earlier discussion, marketing material, or representation about it, to the extent the law allows. This does not limit any right you have under law, including for misrepresentation, in respect of statements made to you before you enrolled.

## 21. Contact us

Pine Canada Financial Corporation, 1 University Ave., Toronto, ON, M5J 2P1

Email: [hello@pine.ca](mailto:hello@pine.ca) · Phone: 1-855-424-7317

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