


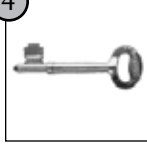


**ELECTRONIC APPLICATION INSTRUCTIONS**

- 1  Customer completes Applicant Information **A** and signs. Merchant provides customer with the Credit Card Account Agreement.
- 2  Store enters remaining Applicant Information into electronic application processing system.
- 3  Store obtains credit response.
- 4  Store retains Applicant Information **A** following Application Storage Instructions **B**.

**A APPLICATION INFORMATION**

Store # \_\_\_\_\_

APPLICANT (PLEASE PRINT)				CO-APPLICANT (PLEASE PRINT)						
APPLICANT COMPLETES	First Name			First Name						
	Last Name			Last Name						
	Area Code	Home Phone	Area Code	Alternate Phone	Area Code	Home Phone	Area Code	Alternate Phone		
<p>FOR QUEBEC RESIDENTS: All pertaining correspondence will be drawn up in French. To indicate your express wish that these documents be drawn up in English, please sign here. It is the express wish of the parties that all correspondence be drawn up in English. Signature: _____</p> <p>CUSTOMER SERVICE INQUIRIES: PLEASE CALL 1-866-532-0985.</p>										
MERCHANT COMPLETES	APPLICANT'S Last 4 Digits of Valid Photo ID				Expiration Date	CO-APPLICANT'S Last 4 Digits of Valid Photo ID				Expiration Date
	<p><b>Valid Photo ID Type – PLEASE CHECK ONE</b> Valid photo identification is classified as being any of the following forms that is not expired and has a photo affixed to it. Valid photo identification must be verified for each applicant and co-applicant as applicable.</p> <p><input type="checkbox"/> Provincial Driver's License (Province) _____</p> <p><input type="checkbox"/> Provincial identification issued by the provincial government that includes a signature and a photograph (Provincial Health Card excluded as a valid form of identification).</p> <p><input type="checkbox"/> Canadian Passport</p> <p><input type="checkbox"/> Certificate of Canadian Citizenship or Naturalization</p> <p><input type="checkbox"/> Certificate of Indian Status</p> <p><input type="checkbox"/> Canadian Citizenship Card</p> <p><input type="checkbox"/> Old Age Security Card</p> <p><input type="checkbox"/> Permanent Resident Card</p> <p><input type="checkbox"/> Military identification Card</p>					<p><b>Valid Photo ID Type – PLEASE CHECK ONE</b> Valid photo identification is classified as being any of the following forms that is not expired and has a photo affixed to it. Valid photo identification must be verified for each applicant and co-applicant as applicable.</p> <p><input type="checkbox"/> Provincial Driver's License (Province) _____</p> <p><input type="checkbox"/> Provincial identification issued by the provincial government that includes a signature and a photograph (Provincial Health Card excluded as a valid form of identification).</p> <p><input type="checkbox"/> Canadian Passport</p> <p><input type="checkbox"/> Certificate of Canadian Citizenship or Naturalization</p> <p><input type="checkbox"/> Certificate of Indian Status</p> <p><input type="checkbox"/> Canadian Citizenship Card</p> <p><input type="checkbox"/> Old Age Security Card</p> <p><input type="checkbox"/> Permanent Resident Card</p> <p><input type="checkbox"/> Military identification Card</p>				

**Please read the following, provide information requested, enter date and sign.**

I\*, the undersigned Applicant, apply for and request Wells Fargo Financial Retail Services Company Canada ("WFFRS") or its affiliates to establish an account to provide credit under the terms of the Credit Card Account Agreement and I further agree and consent to the use of "personal information" as set out in the Agreement and Consent to Use of Personal Information on the reverse.

\*If a co-applicant signs this application with me, we both acknowledge that the terms of this application and all consents given in it, bind both of us and shall apply with whatever changes of grammar as are necessary. We also agree to be jointly and severally liable, which means we are liable both individually and together to pay WFFRS for all amounts charged to the Account.

**I consent to the receipt, disclosure and exchange of personal information (including credit, employment, or other information) from, to or with any credit reporting agency, credit bureau, personal information agent, credit grantor, insurer and their agents, employer, affiliate of WFFRS or other person with whom I have or propose to have a financial relationship.**

**By signing below I confirm that I have received the Credit Card Account Agreement General Terms governing my account. I also authorize you to contact me at the telephone number provided with this application for the purposes set forth herein.**

Signature of Account Applicant	Date	Signature of Account Co-Applicant	Date
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**B APPLICATION STORAGE INSTRUCTIONS**

- Retain completed applications, credit memos, invoices, and any documents referenced in invoices in a locked file cabinet or secure area.
- Refer to the Online Resource Center for detailed information regarding Wells Fargo Financial Retail Services document storage and security policies.
- From time to time Wells Fargo Financial Retail Services may request stored applications for auditing purposes regarding your filing and destruction procedures.

**IF ELECTRONIC OR INTERNET PROCESSING IS NOT AVAILABLE:**

1) Store completes FOR STORE USE ONLY section – Store Number is a mandatory field 2) Customer completes full application on the reverse side 3) Customer must sign the bottom of the application form 4) Fax the full application to the number at the top of the page.



FOR STORE USE ONLY				
Client Number	Store/Merchant Number		Employee Number	
TS Code	051-01	ATM	Credit Requested	Amount of Purchase
1NM				

## Automotive/Maintenance Preferred Credit Card Application

**APPLICANT'S PERSONAL INFORMATION (PLEASE PRINT)**

FOR FAXED APPLICATIONS ONLY	First Name		Initial	Last Name		Date of Birth	M	D	Y	<b>FOR NON-QUEBEC RESIDENTS:</b> Indicate your language preference: English <input type="checkbox"/> French <input type="checkbox"/>  <b>FOR QUEBEC RESIDENTS:</b> All pertaining correspondence will be drawn up in French. To indicate your express wish that these documents be drawn up in English, please sign below. It is the express wish of the parties that all correspondence be drawn up in English.  _____ (Signature)		
	Apt.	Street Address		P.O. Box	City	Province	Postal Code					
	Time at Residence	Yrs.	Mos.	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Home Value	Mortgage Balance	Area Code ( )	Home Phone ( )		Area Code ( )	Alternate Phone ( )
	Current Employer/Source of Income				Time at Employer	Yrs.	Mos.	Occupation				
	Gross Annual Income				Area Code ( )	Business Phone ( )		Email Address				
	Photo ID Type	Photo ID Number (last 4 digits)		Province (for Drivers License only)		Photo ID Expiration Date		Social Insurance # (optional)				

**CO-APPLICANT INFORMATION:** This information will not be processed without the signature of the Co-Applicant. Please do not use this area to request supplementary cards. TO REQUEST SUPPLEMENTARY CARDS ON YOUR ACCOUNT, OR FOR ANY OTHER ACCOUNT INFORMATION, PLEASE CALL: 1-866-532-0985.

FOR FAXED APPLICATIONS ONLY	First Name		Initial	Last Name		Date of Birth	M	D	Y	Area Code	Home Phone ( )
	Apt.	Street Address		P.O. Box	City	Province	Postal Code			Area Code	Alternate Phone ( )
	Current Employer			Time at Employer	Yrs.	Mos.	Occupation		Gross Annual Income		
	Photo ID Type	Photo ID Number (last 4 digits)		Province (for Drivers License only)		Photo ID Expiration Date		Social Insurance # (optional)			

**Please read the following, enter date, and sign.**

I\*, the undersigned Applicant, apply for and request Wells Fargo Financial Retail Services Company Canada ("WFFRS") or its affiliates to establish an account to provide credit under the terms of the Credit Card Account Agreement and I further agree and consent to the use of "personal information" as set out in the Agreement and Consent to Use of Personal Information below.

\*If a co-applicant signs this application with me, we both acknowledge that the terms of this application and all consents given in it, bind both of us and shall apply with whatever changes of grammar as are necessary. We also agree to be jointly and severally liable, which means we are liable both individually and together to pay WFFRS for all amounts charged to the Account.

**I consent to the receipt, disclosure and exchange of personal information (including credit, employment, or other information) from, to or with any credit reporting agency, credit bureau, personal information agent, credit grantor, insurer and their agents, employer, affiliate of WFFRS or other person with whom I have or propose to have a financial relationship.**

**By signing below I confirm that I have received the Credit Card Account Agreement General Terms governing my account. I also authorize you to contact me at the telephone number provided with this application for the purposes set forth herein.**

Signature of Account Applicant	Date	Signature of Account Co-Applicant	Date
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**AGREEMENT & CONSENT to USE of PERSONAL INFORMATION**

I consent to and accept this as written notice of WFFRS, its affiliates, service providers, professional advisors, and insurers and their agents receiving, disclosing, exchanging and using any personal information about me for the purposes set out below. To help the government fight the funding of terrorism and money laundering activities, WFFRS obtains, verifies and records information that identifies each person who opens an account. Accordingly, when an account is opened, WFFRS will ask for the applicant's name, address, date of birth, and other information that will allow WFFRS to identify the applicant. WFFRS may also ask to see the applicant's driver's license or other identifying documents. I hereby also authorize any person who is contacted in this regard to provide such information. I acknowledge that my consent to "Use of Personal Information" includes:

- a) WFFRS providing the retailer who accepts the card for which I am applying (the "Retailer") with WFFRS' decision with respect to this application and if my card application is accepted, my account number and any other information which the Retailer may reasonably require;
- b) The Retailer providing WFFRS with information related to any loyalty or reward program offered by that retailer where such loyalty or reward program is administered by WFFRS and WFFRS' receipt, exchange and use of such information.

**TELEPHONE MONITORING AND CONTACTING** I consent to and authorize WFFRS, its affiliates, service providers and others WFFRS may designate, to monitor and/or record my telephone conversations with any of its or their representatives in order to help ensure quality service. I agree, in order for you to service my account, to market products and/or services as provided herein, or to collect any amounts I may owe, that you may from time to time make calls and/or send e-mails and/or text messages to me, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with my account, including mobile telephone numbers that could result in charges to me or at any e-mail address you provide us.

Credit will be extended by WFFRS upon approval of this application and I request an account card be issued to me and any renewal or replacements thereof. All information provided by me in connection with this application is true, accurate and complete in all respects.

In this Agreement & Consent "personal information" means any information that relates to an individual and allows that individual to be identified. In order to evaluate my credit application, to continue monitoring my credit status, to provide any insurance coverage I apply for in connection with my account card and for the purposes set out below (the "purpose of the file"), I consent to the creation of personal information files containing credit and other personal information. Only those employees of WFFRS and its affiliates, insurers and their agents whose job functions involve assessment of creditworthiness, credit applications, monitoring, processing of payments, administration of insurance coverages and matters relating to the purpose of the file, will have access to my file.

WFFRS, its affiliates, insurers and their agents and service providers may use any personal information relating to my account or me:

- a) to establish, maintain and administer my account;
- b) to determine my eligibility for products, goods and services offered by WFFRS, its affiliates, insurers and their agents, and selected service providers, including monitoring my purchase history as well as evaluating my credit standing;
- c) to determine the suitability of account benefits, services or enhancements, and/or which other product or service offers may be of interest to me;
- d) to promote and market additional products, goods and services offered by WFFRS, its affiliates, insurers and their agents, and selected service providers, including by means of direct marketing;
- e) to administer any insurance coverage or services I receive or apply for in connection with my account card;
- f) to comply with legal and regulatory requirements; and
- g) for any other purpose not prohibited by law.

I understand I can tell you to stop using personal information about me in order to promote and market additional products, goods and services offered by WFFRS, its affiliates, insurers and their agents, and service providers. I agree that my Social Insurance Number may be used as an aid to identify me with credit bureaus and others for credit history file matching, insurance and other administrative purposes.

I also consent to the retention of personal information about me for as long as is needed for the purposes described above, even after I cease to be a customer. While I understand that I can tell WFFRS, its affiliates, insurers and their agents, and service providers to stop using and/or exchanging information about me in order to market their products and services, I agree that during the term of any loan or credit facility, I may not withdraw my consent to the ongoing collection, use or disclosure of my personal information in connection with the loan or credit facility. Moreover, in order to ensure the accuracy, completeness and integrity of the credit reporting system, I specifically consent to the continued disclosure of my personal information to credit bureaus even after the loan or credit facility has been retired and I promise that I shall not withdraw such consent. I understand I have the right to access my file upon written request and to correct or complete the information in my file.

**DISCLOSURE**

- The finance/credit charge rate (as at 01/2009) is 28.8% per annum.
- Finance/credit charges are assessed on the average daily balance\* of the Account during the billing period
  - \*For Non-Quebec Residents: The average daily balance is determined by taking the daily balance at the beginning of each day during the monthly billing period and subtracting any payments or credits, and adding any purchases made during the day. The aggregate of all the daily balances during the billing period is then calculated and that figure is divided by the total number of days in the billing period.
  - \*For Quebec Residents only: The average daily balance is determined by taking the daily balance at the beginning of each day during the monthly billing period and subtracting any payments or credits. The aggregate of all the daily balances during the billing period is then calculated and that figure is divided by the total number of days in the billing period. New purchases form part of the average daily balance for the next succeeding billing period. Credit charges will not be assessed on purchases appearing on the billing statement for the first time.
- There is a grace period for purchases, equal to the number of days in the month of the current billing period, provided that they are appearing on the billing statement for the first time, there is no previous balance and the total new balance listed on the billing statement is paid in full by the payment due date.
- The minimum payment for the account is the greater of (a) 3% of the current month's balance plus any payments due and owing plus any special subaccount(s) minimum payment for that period or (b) \$10. The minimum payment will be rounded to the nearest dollar.
- Other Charges: The account may be charged for the following items. These items will be charged as transactions under the account:
  - Returned Instrument Fee. If any cheque, other instrument, or direct debit for payment on the account is dishonoured or returned unpaid for any reason, the account will be charged a returned instrument fee of \$20.
  - Statement Reprint Fee. There will be a \$5 fee charged to the account for the reprinting of any statement that is not the current month's statement.
- The maximum liability for fraudulent use of a credit card issued by WFFRS is \$50.

**Wells Fargo Financial Retail Services Credit Card  
CREDIT CARD ACCOUNT AGREEMENT – GENERAL TERMS**

**IDENTIFICATION OF PARTIES.** In this agreement, the words “you” and “your” mean each person who signed the credit card account application. The words “we”, “us” and “our” mean Wells Fargo Financial Retail Services Company Canada. The word “account” refers to the account you have with us with respect to the credit card for which you applied and have been approved. If you have a joint account, all of you are bound by this agreement, and each of you is responsible for payment of the entire amount owing.

**PROMISE TO PAY.** When you use your account or let someone else use it, you promise to pay the total amount of the transaction. You also promise to pay any finance charges or other charges that may be due. We can accept late payments, partial payments or cheques and payment instruments marked with words of condition or limitation, such as “payment in full”, without losing any of our rights under this agreement.

**CREDIT LIMIT.** You will have one credit limit. We will tell you your credit limit at the time you receive your card. Your credit limit will also be given on your monthly statement. You promise to use your account only to this limit. We can change your limit any time subject to applicable law. If you use your account for more than your limit, you will remain liable for your charges, and we do not give up any of our rights. Generally, your available credit will be your credit limit less any unpaid balance and outstanding transaction authorizations.

**BILLING CYCLE.** A billing cycle is the interval between regular monthly statements. The billing date shown on a statement is the last day of the billing cycle for that statement.

**USE OF ACCOUNT.** This account can be used to purchase goods and/or services through retailers authorized to accept the credit card which accompanies this agreement. The use of your account by you or anyone permitted by you indicates acceptance of the terms of this agreement. You promise that all purchases made using your account will only be for personal, family or household purposes.

**CREDIT CARDS.** We may send you credit cards for use with your account. These cards, and any other credit instrument or device we supply to you, always belong to us. If we ask, you must return all cards and any other credit instruments or devices that you have received.

**LOST OR STOLEN CARDS.** You agree to notify us immediately of the loss, theft or use without your permission at the address or telephone number shown on your statement. You may notify us orally or in writing.

**LIABILITY FOR UNAUTHORIZED USE.** If you believe that your card may have been lost or stolen or that your account number may have been used without your authorization, you must notify us immediately at the address or telephone number shown on your statement. You may notify us orally or in writing. You will not be held liable for the unauthorized use of your account.

**REFUSAL TO HONOUR CARD.** We are not responsible for the refusal of anyone to honour your card.

**ASSIGNMENT.** We have the right to assign this account to another creditor.

**CHANGE OF TERMS.** We may change the terms of this account from time to time if not prohibited by law.

**RIGHT TO LIMIT OR CLOSE.** We may limit or close your account, but the terms of this agreement will apply until any unpaid balance is fully paid.

**DELAY IN ENFORCEMENT.** We may waive or delay enforcing any of our rights without losing them. We may waive or delay enforcing a right against one of you without waiving it as to the other.

**CREDIT INFORMATION.** You promise that any information you give to us in connection with your application or account is true and complete and understand that this information will be relied on by us in establishing your account and in extending credit under your account. We may report information we receive from you in connection with your account and information about your transactions with us to credit bureaus and others as permitted by law.

**AUTHORIZATION TO INVESTIGATE CREDIT INFORMATION AND OBTAIN CREDIT REPORTS.** You authorize us to investigate your credit, employment, and income records and to verify your credit references. You authorize us to obtain credit reports on you in connection with your application, in connection with any review, enhancement or collection of your account and for marketing purposes. You instruct any credit bureau to provide credit reports for these purposes to us or to any creditor to whom we assign this account.

**SHARING INFORMATION WITH CORPORATE AFFILIATES.** You agree that we may share with our corporate affiliates the information we have about you and your transactions. This includes information contained in your application, in this agreement or from any other source. In addition, you agree that such information may be used for any purpose.

**DISCLOSURE OF INFORMATION ABOUT THIS ACCOUNT TO RETAILERS WHERE YOU USE YOUR ACCOUNT – CONSENT.** We may disclose information we receive from you in connection with your account and information about transactions under your account involving purchases of products with the retailers from whom you purchased those products. They may use this information to offer additional products to you and for other marketing purposes. You consent to these disclosures and use of information.

**APPLICABLE LAW.** This agreement is governed by the laws of Ontario and the laws of Canada applicable therein.

**SIGNATURE.** Your signature on the credit card application means that you have read and agree to the terms of our credit card account agreement. You acknowledge receipt of a copy of our credit card account agreement.

**OTHER CHARGES.** We may charge your account for the following items. These items will be charged as transactions under your account:

**Returned Instrument Fee.** If any cheque, other instrument, or direct debit for payment on your account is dishonoured or returned unpaid for any reason, you agree to pay a returned instrument fee of **\$20**.

**Lawyer’s Fees and Court Costs.** If you default and we refer your account for collection to a lawyer who is not our salaried employee, you agree to pay reasonable attorney’s fees and actual court costs to the extent permitted by applicable law.

**MINIMUM PAYMENT.** You promise that you will pay at least the total minimum payment for your account by the payment due date shown on each statement. The minimum payment will also include any past due amount. You will make payments at the address indicated on your statement. Payments are considered made when received at that address. You may pay your entire balance in full or more than the minimum payment at any time. Payment of more than the minimum payment but less than the unpaid balance will not relieve you of the obligation to make at least the minimum payment in any future billing cycle.

**MINIMUM MONTHLY PAYMENT**

If the current month’s balance is	Up to <b>\$333</b>	Over <b>\$333</b>
Minimum payment will be	<b>\$10</b>	<b>3%</b>

**FINANCE CHARGE FOR NON-QUEBEC RESIDENTS.** The finance charge rate is **28.8%** per annum. Finance charges are assessed on the average daily balance of the Account during the billing period. To determine the average daily balance, we use the daily balance at the beginning of each day during the monthly billing period and subtract any payments or credits, and add any purchases made during the day. We then calculate the aggregate of all the daily balances during the billing period and divide the total by the number of days in the billing period. Finance charges will not be assessed on purchases appearing on your billing statement for the first time as long as you had no previous balance and you pay the total new balance listed on your billing statement in full by the payment due date.

**CREDIT CHARGE FOR QUEBEC RESIDENTS ONLY.** The credit charge rate is **28.8%** per annum. Credit charges are assessed on the average daily balance of the Account during the billing period. To determine the average daily balance, we use the daily balance at the beginning of each day during the monthly billing period and subtract any payments or credits. We then calculate the aggregate of all the daily balances during the billing period and divide the total by the number of days in the billing period. New purchases form part of the average daily balance for the next succeeding billing period. Credit charges will not be assessed on purchases appearing on your billing statement for the first time.

**TABLE OF EXAMPLES OF FINANCE/CREDIT CHARGES**

If the daily balance is	<b>\$50</b>	<b>\$100</b>	<b>\$200</b>	<b>\$400</b>	<b>\$600</b>	<b>\$1,000</b>
Finance/Credit Charge for <b>30</b> days will be	<b>\$1.19</b>	<b>\$2.37</b>	<b>\$4.74</b>	<b>\$9.48</b>	<b>\$14.22</b>	<b>\$23.70</b>

**APPLICATION OF PAYMENTS.** Your payment will be allocated in a manner we determine in accordance with applicable law and may change from time to time. We reserve the right to apply payments to balances with lower interest rates prior to balances with higher interest rates. Your available credit will be increased by the amount of your payment within **14** days after your payment is received.

**REGULAR ACCOUNT**

**MINIMUM PAYMENT.** The new balance shown for the account on a statement is the unpaid balance of the subaccount at the end of the billing cycle. The minimum payment for the account is **3%** of the new balance of the account, but at least **\$10**. The minimum payment will be rounded to the nearest dollar.

**SPECIAL ACCOUNTS**

These terms apply to subaccounts:

**SPECIAL TERMS.** We may from time to time allow you to make purchases at special terms. We will only do this for purchases from merchants who have special merchant agreements with us. This part of your agreement explains how these special terms apply. If a sales slip for a purchase from a merchant who has a special merchant agreement with us or its equivalent indicates that special terms apply, then special terms apply for that purchase. You accept the special terms by making the purchase.

**SUBACCOUNT ESTABLISHED.** A purchase subject to special terms establishes a subaccount or subaccounts for the purchases listed on the special terms sales slip. A special subaccount is part of your credit card account, but the finance/credit charge and minimum payment for a subaccount are handled separately from your regular subaccount, and from your other special subaccounts. Terms shown on a special terms sales slip apply only to purchases listed on the special terms sales slip. Items that are purchased under the same terms and that have special terms beginning in the same billing cycle may be included in the same subaccount, even if they were purchased separately. Items that have special terms beginning in different billing cycles may be in different subaccounts, even if they were purchased at the same time.

**SEE OVERLEAF**

**LENGTH OF SPECIAL TERMS.** The special terms for a purchase are in effect for the number of monthly billing cycles indicated on the sales slip or until the date indicated on the sales slip or monthly statement. The length of time special terms are in effect is subject to our rights under the paragraph headed "Transfer to Regular Subaccount." If a special terms sales slip does not indicate how long the special terms are in effect, then they are in effect until the subaccount is paid, subject to our rights under the paragraph headed "Transfer to Regular Subaccount."

**TRANSFER TO REGULAR SUBACCOUNT.** The unpaid balance of a subaccount containing an item on a special terms sales slip will be transferred to your regular subaccount at the end of the special terms but before the minimum payment is figured. We may, at our option, transfer the unpaid balance (and the accumulated finance/credit charge, if applicable) of a subaccount containing an item on a special terms sales slip to your regular subaccount any time you fail to make any required payment on your account when due. When the unpaid balance of a subaccount is transferred to your regular subaccount, the special terms end, and the unpaid balance (and accumulated finance/credit charge, if applicable) will be subject to all the terms of your regular subaccount, without modification.

**INTEREST TERMS.** A special terms sales invoice will indicate that one of the following interest terms may apply:

**NO INTEREST.** If a special terms sales slip says there is no interest, it means that there is no finance/credit charge on the subaccount containing the items sold on the sales slip until the special terms end. You may avoid finance/credit charges on a no interest subaccount by paying the balance of the subaccount in full before the special terms end.

**NO INTEREST OPTION (SAME AS CASH).** If a special terms sales slip says there is a no interest option (same as cash), it means we figure the finance/credit charge on the subaccount containing the items sold on the sales slip, but we do not add the finance/credit charge to the balance of the subaccount. Instead, the finance/credit charge is added to the total of the finance/credit charges for the subaccount for prior months. This amount is called the accumulated finance/credit charge. If the subaccount is not paid in full before the special terms end, the balance of the subaccount and the accumulated finance/credit charge will be transferred to your regular subaccount. We figure the finance/credit charge on a no interest option (same as cash) subaccount by applying the same periodic rate used for your regular subaccount to the "average daily balance" of the subaccount. The finance/credit charge on a purchase in a no interest option (same as cash) subaccount begins on the date the transaction is posted to your account. You may avoid finance/credit charges on a purchase in a no interest option (same as cash) subaccount by paying the subaccount in full before the special terms end.

In the Province of Quebec, interest will be waived if the following two conditions are met: (1) payment of all the minimum monthly payments (if any) by the end of the promotional interest-free period (minimum monthly payments are equal to **\$10** or **3%** of the amount being financed, whichever is greater); and (2) payment of the no interest option (same as cash) subaccount in full by the end of the promotional interest-free period.

**SPECIAL RATE.** If a special terms sales slip shows a special rate, it means that the monthly periodic rate and corresponding annual percentage rate shown on the sales slip will be used to figure the finance/credit charge for the subaccount instead of the monthly periodic rate and annual percentage rate used for your regular subaccount. The balance on which the finance/credit charge is computed will be figured using the same method used for your regular subaccount. The finance/credit charge on a transaction in a special rate subaccount begins on the date the transaction is posted to your account unless you pay the new balance for the subaccount shown on the statement listing the transaction by the due date shown on each statement.

**REGULAR RATE.** If a special terms sales slip says the rate is the regular rate, it means that the monthly periodic rate used in figuring the finance/credit charge for the subaccount and corresponding annual percentage rate are the same as used for your regular subaccount. These rates may vary along with the rates for your regular subaccount. The balances on which the finance/credit charge is computed will be figured using the same method for your regular subaccount. The finance/credit charge on a transaction in a regular rate subaccount begins on the date the transaction is posted to your account unless you pay the new balance for the subaccount shown on the statement listing the transaction by the due date shown on each statement.

**SPECIAL SUBACCOUNTS MINIMUM PAYMENT.** A special terms sales slip will indicate that one of the following payment terms applies. You may pay all or part of the balance of a subaccount at any time.

**NO PAYMENT.** If a special terms sales slip says there are no payments, it means there are no monthly payments required for a subaccount containing an item on the sales slip until the special terms end. Monthly payments will be due when the unpaid balance transfers to the regular subaccount.

**PAYMENT IN FULL.** If a special terms sales slip says that payment in full is required during the special terms, it means the minimum monthly payment for a subaccount containing an item listed on the sales slip is the amount required to pay the subaccount in full in equal monthly payments during the special terms, rounded to the next higher dollar.

**REGULAR PAYMENTS.** If a special terms sales slip says that regular payments are required, it means that the minimum monthly payment for a subaccount containing an item on the sales slip will be figured the same way as your regular subaccount.

**CUSTOM PAYMENTS.** If a special terms sales slip says that the payment terms are custom payment terms and gives a fraction, it means that the minimum payment for the subaccount is that fraction of the highest new balance of the subaccount. The minimum payment will be rounded to the nearest dollar. For example, if the special terms sales slip says that the payment terms are "Custom **1/40th**" it means that the minimum payment for the subaccount will be **1/40th** of the highest new balance of the subaccount rounded to the nearest dollar. If a special terms sales slip says that the payment terms are custom payment terms and gives a dollar amount and time period, it means that the minimum payment for the subaccount will be the dollar amount given for the time period given, and thereafter regular minimum monthly payments will be required. For example, if the special terms sales slip says that the payment terms are "Custom **\$25/6** mo." it means that the minimum payment for the subaccount will be **\$25** for the first **6** monthly billing cycles, and thereafter will be the regular minimum monthly payment.

**DEFAULT – ENTIRE BALANCE DUE.** If you don't make a minimum payment on time or if you violate the terms of this agreement, you will be in default. When that happens, you agree that to the extent permitted by law we can require you to pay the remaining balance of your account at once. We can do this without giving you advance notice unless advance notice is required by law. If you default and we refer your account for collection to a lawyer who is not our salaried employee, you agree to pay reasonable attorney's fees and actual court costs to the extent permitted by applicable law.

**STATEMENT ERRORS.** The Cardholder agrees to report errors on his or her statement within 30 days of the statement date to the credit office by mail at the address indicated on the statement or by phone at the phone number indicated on the statement.

**NOTICE TO CARDHOLDER.** The Cardholder hereby declares that before making a purchase with the credit card, the Cardholder was given a copy of the Agreement and was granted sufficient time to become aware of the terms of the Agreement. By using the credit card, the Cardholder is agreeing with all the terms of the Agreement. The Cardholder acknowledges and consents to Wells Fargo Financial Retail Services taping or monitoring the Cardholder's telephone conversations with Wells Fargo Financial Retail Services representatives for the purpose of permitting Wells Fargo Financial Retail Services to ensure that the Cardholder receives accurate and courteous customer service.

#### THE FOLLOWING IS APPLICABLE TO QUEBEC RESIDENTS ONLY

Should the consumer fail to pay any amount when due or should he fail to perform any of his obligations hereunder, the total balance owing to us, together with all credit charges, shall immediately become due and payable, subject to the following:

#### Clause required under the *Consumer Protection Act*

(Clause of forfeiture of benefit of the term)

Before availing itself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section **69** of the General Regulation, the merchant must forward him a statement of account. Within thirty days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

(a) either remedy the fact that he is in default; or

(b) present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104** to **110** of the *Consumer Protection Act* (R.S.Q. c. P- **40.1**) as well as to section **69** of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.

#### Clause required under the *Consumer Protection Act*

(Contract extending variable credit for the use of a credit card)

For the purposes of this contract, the sole fact that the card has been issued replaces the signature of the merchant and the sole use of the card by the consumer replaces the consumer's signature.

In the event of loss or theft of a credit card, the consumer incurs no liability for a debt resulting from the use of such card by a third party after the issuer of the card has been notified of the loss or theft by telephone, telegraph, notice in writing or by any other means. Even where such notice is not given, the liability of the consumer whose credit card has been lost or stolen is limited to the sum of **\$50**.

At the end of each period, if the merchant has a claim with regard to a consumer, the merchant must furnish the latter with a statement of account mailed at least twenty-one days before the date on which the merchant may exact credit charges if the consumer does not discharge his entire obligation; credit charges for advances of money may start as of the date of the advance up until the date of payment.

The consumer may require the merchant to forward him, without charge, a copy of the vouchers for each of the transactions described in the statement of account. Until the consumer receives a statement of account at his address, the merchant must not exact credit charges on the unpaid balance, except on advances of money.

It is in the consumer's interest to refer to sections **29**, **123**, **124**, **126** and **127** of the *Consumer Protection Act* (R.S.Q. c. P- **40.1**) and, where necessary, to communicate with the Office de la protection du consommateur.

**THE PARTIES HAVE EXPRESSLY REQUESTED THAT THIS CONTRACT BE DRAWN IN ENGLISH.  
SELON LA VOLONTÉ EXPRESSE DES PARTIES, LE PRÉSENT CONTRAT A ÉTÉ RÉDIGÉ EN ANGLAIS.**