

SAKSFIRST CREDIT CARD DISCLOSURE STATEMENT

Initial Credit Limit	Your initial credit limit will be communicated to you upon approval.
Annual Interest Rate	<p>This interest rate is in effect upon approval.</p> <p>Standard rate on purchases: Canadian Prime Rate plus 19%</p> <p>To determine the rate that applies for a billing period, we use the Canadian Prime Rate as published in <i>The Globe and Mail</i> on the last Friday of the month prior to the month in which the billing period begins.</p> <p>Default rate: Your minimum payment for any given billing period is due by the payment due date specified on the monthly statement for that period. If we do not receive your minimum payment by the payment due date 2 times in any 12-month period, your rates will increase to the default rate of 29.9% at the beginning of the next billing period.</p> <p>Then, if we receive at least the minimum payment by the payment due date for 12 consecutive billing periods, your rates will change to the standard rates that apply to your account at that time, starting from the beginning of the next billing period.</p>
Interest-Free Grace Period	You will benefit from an interest-free grace period of at least 21 days on new purchases if you pay off your new regular balance in full by the payment due date.
Determination of Interest	Interest is calculated by applying the applicable interest rate to the average daily balance on your account, and is charged at the end of the billing period. Subject to any interest-free grace period that applies,

<p>Determination of Interest (continued)</p>	<p>interest is charged from the transaction date or, if no transaction date is provided, from the date the transaction posts to your account. Interest is charged until the transaction is paid off.</p> <p>If you reside in Quebec, we will not charge interest on any purchases for a billing period where you pay your new regular balance in full by the payment due date.</p>
<p>Minimum Payment</p>	<p>If you reside anywhere other than the province of Quebec, your required minimum payment will be the greater of:</p> <ul style="list-style-type: none"> • The sum of the following, rounded up to the nearest dollar: <ul style="list-style-type: none"> a) 1% of your new total balance (excluding any balance on a special payment plan), b) any interest charges you have, and c) any monthly payment due under a special payment plan plus any amount past due <p>OR</p> <ul style="list-style-type: none"> • \$10 plus any amount past due <p>OR</p> <ul style="list-style-type: none"> • Any balance that exceeds your credit limit <p>If your new total balance is less than \$10, then the minimum payment will be the new total balance.</p> <p>If you reside in Quebec, your required minimum payment will be the greater of:</p> <ul style="list-style-type: none"> • The sum of the following, rounded up to the nearest dollar: <ul style="list-style-type: none"> a) 5% of your new total balance (excluding any balance on a special payment plan), and

<p>Minimum Payment (continued)</p>	<p>b) any monthly payment due under a special payment plan plus any amount past due</p> <p>OR</p> <ul style="list-style-type: none"> • \$15 plus any amount past due <p>OR</p> <ul style="list-style-type: none"> • Any balance that exceeds your credit limit <p>If your new total balance is less than \$15, then the minimum payment will be the new total balance.</p>
<p>Foreign Currency Conversion</p>	<p>We will bill you in Canadian dollars when you use your card to make a transaction in a foreign currency. The transaction amount will be converted to Canadian dollars using the Mastercard rate of exchange applicable at the time the transaction is processed.</p>
<p>Annual Fee</p>	<p>\$0</p>
<p>Other Fees</p>	<p>Returned payment/cheque: \$30 each, charged on the date the payment is returned.</p> <p>Rush card: \$20, charged within 5 business days of when we process your request.</p> <p>Credit balance inactivity: If your account has been inactive for 6 consecutive billing periods and has a credit balance of \$5 or less, a fee equal to the amount of your credit balance will be charged at the end of the 6th billing period.</p> <p>Over limit: \$29, charged once at the end of your billing period if your account balance exceeds your credit limit at any time during your billing period. If you reside in Quebec, there is no over limit fee.</p>

OTHER IMPORTANT INFORMATION

Your Monthly Statements

We will provide you with a monthly statement for your account for each billing period unless there's been no activity on your account during that period, and:

- there's no balance owing;
- you've been notified that your account has been suspended or closed and we have demanded payment of the outstanding balance; or
- your account has a credit balance and you have not been charged any interest or fees (in which case we will provide you with a statement once every **3** billing periods).

Unauthorized Use of Your Account

You must take reasonable care to safeguard your card against loss, theft or misuse. You must contact us by telephone immediately if your account number or card is lost or stolen or if a person uses your account without your permission (known as "unauthorized use"). You have no liability to pay for any transaction entered into through unauthorized use of your account.

Unauthorized use doesn't include use of your account by someone you've identified as an authorized user or someone you permitted to use your account or card. You agree to cooperate and help with any investigation that we initiate into unauthorized use before we'll consider reimbursing you for any losses. If our investigation establishes that there was no unauthorized use, you'll be fully liable for all amounts charged to the account before you notified us.

Default

If you're in default, you must also pay all legal fees reasonably incurred to collect or attempt to collect your debt.

Contacting Us & Complaint Resolution

If you want information about your account or have a complaint about your account, call 1-855-725-7222.

YOUR CARDHOLDER AGREEMENT

This document is your Cardholder Agreement with us. It describes in detail the terms and conditions associated with your account. Please read it carefully and keep it for your records.

TABLE OF CONTENTS

8	Glossary	14	Resolving Disputes About Transactions
9	Your Agreement with Us	14	Lost/Stolen Cards & Unauthorized Use of Your Account
9	Your Responsibility for the Total Debt	14	Default & Forfeiture of Benefit of the Term
9	Using Your Account & Cards	15	Restricting or Closing Your Account
10	Authorized Users	15	Changes to This Agreement
10	Your Credit Limit	15	Assigning Your Account
10	Foreign Currency Transactions	15	Governing Law
10	Other Services & Benefits	15	Non-Waiver
11	Rewards	16	Severability
11	Special Payment Plans	16	Quebec Residents Only - Clauses Required Under the Consumer Protection Act
11	Fees We Charge	18	About Your Personal Information
11	Interest We Charge	20	Saks Privacy Statement
12	How We Calculate Interest	21	Addressing Your Concerns
12	Your Monthly Statements		
12	Telling Us About Statement Errors		
13	Making Payments to Us		
13	Applying Your Payments		
13	Telling Us About Changes to Your Contact Information		

GLOSSARY

Account: A SaksFirst Credit Card or Saks Fifth Avenue Credit Card account.

Agreement: This Cardholder Agreement, as well as the disclosure statement, the Privacy Statements, and any amendments, replacements or updates we may provide from time to time.

Authorized user: A person who has been issued a card on your account, at your request.

Card: A SaksFirst Credit Card or Saks Fifth Avenue Credit Card that we issue on your account to you or an authorized user (including any replacement cards).

Disclosure statement: A document provided to you that sets out key information relevant to the use of your account, including the annual interest rates, fees and other charges that apply, and any amendments, replacements or updates we may provide from time to time.

Good standing: Your account is in good standing if it's not past due, over the credit limit, fraudulent, restricted, part of a consumer credit counseling program or bankruptcy, and not in violation of this agreement.

Grace period: The period for which you will not be charged interest on new purchases, if you pay your new regular balance in full by the payment due date.

Minimum payment: As shown on your monthly statement, the lowest amount of money that you're required to pay each month to keep

your account from going past due. This includes any amount due under a special payment plan during that billing period and any amounts on your account that are already past due.

New regular balance: As shown on your monthly statement, the amount you must pay by the payment due date to avoid interest charges on new purchases. This is equal to the new total balance minus the portion of any special payment plan balance that is not yet due.

New total balance: As shown on your monthly statement, the total amount you owe on your account as of the date your statement was prepared. It does not include the amount of any pending transactions that had not posted to your account by the date your statement was prepared.

Payment due date: As shown on your monthly statement, the date when at least the minimum payment is due to be paid on your account. It may not fall on the same date each month.

Purchase: An amount charged to your account for goods and services at any merchant or business. This includes any purchase made under a special payment plan. A new purchase is a purchase appearing on your statement for the first time.

Special payment plan: A promotional reduced-interest payment option on certain purchases made with your account.

Transaction: Any purchase, payment, credit, fee, interest charge, or any other charge on your account.

We/our/us/Capital One: Capital One Bank (Canada Branch).

You/your: The person who signed or submitted the application for an account. This doesn't include an authorized user.

YOUR AGREEMENT WITH US

When you or an authorized user accesses the account for the first time, including any purchases made at the time of application, you accept the terms of this agreement and request cards, including replacement cards.

This agreement applies to your account and any cards that we may issue for the account. You are responsible for ensuring that any authorized users understand and comply with this agreement. This Cardholder Agreement replaces any other Cardholder Agreement we may have sent to you for this account.

You confirm that you've requested this agreement and all communications and documents from us to be in English until you advise us otherwise. Vous confirmez que vous avez demandé que cette convention et toute communication venant de nous soient en anglais jusqu'à avis contraire de votre part.

YOUR RESPONSIBILITY FOR THE TOTAL DEBT

You are solely liable under this agreement for all amounts owing on your account, including any

indebtedness incurred by an authorized user. The total debt that you owe consists of the amounts of all transactions charged to your account. You can incur a debt even if your credit limit is exceeded or your account is used after it has been restricted or closed.

USING YOUR ACCOUNT & CARDS

You can make transactions on your account by using your card or in any other ways we allow. Your account may be used to make purchases at Saks Fifth Avenue and Saks Fifth Avenue OFF 5TH locations within Canada and the United States. We may allow you to use your account to make purchases at other merchants in the future.

You agree that you will use your card and account for personal, family or household purposes only and not for any other purpose, including for business or commercial purposes. You may not use your account for any illegal, unauthorized or fraudulent purpose.

You must sign your card as soon as you receive it. If you or an authorized user charge anything to your account after a card is restricted or closed, you are responsible for paying the amount owing to us, together with any interest or fees.

We own all cards issued on your account and you can't transfer them to anyone else. You are the only person permitted to use your card, and an authorized user is the only person permitted to use their card.

AUTHORIZED USERS

You may add or remove authorized users by contacting us. Each request to add an authorized user is subject to our approval and we may limit the number of authorized users on your account.

An authorized user may make purchases in the same manner as you, but isn't liable for any debt incurred on the account. You are responsible for repaying any charges an authorized user makes on your account.

We may provide information to an authorized user regarding transactions made on the account and the available credit limit, but an authorized user isn't able to:

- make any other transactions;
- give any instructions to us with respect to the account; or
- update account information or have online access to the account.

We also do not send legal notices or disclosures to an authorized user.

YOUR CREDIT LIMIT

Your credit limit is the maximum amount you (together with your authorized users) can charge to your account. Your current credit limit appears on each monthly statement. We may lower your credit limit at any time without telling you in advance, but we need your express consent to raise your credit limit.

We may allow you to exceed your credit limit, but we don't have to, even if we have before. If your account is subject to an over limit fee for exceeding your credit limit, details of the fee are set out in your disclosure statement.

FOREIGN CURRENCY TRANSACTIONS

We bill you in Canadian dollars when you use your card to make a transaction in a foreign currency. The transaction amount will be converted to Canadian dollars using the Mastercard rate of exchange applicable at the time the transaction is processed.

If a foreign currency transaction is refunded to your account, the exchange rate for the refund may not be the same as the rate used when the original purchase was processed. As a result, the amount of the purchase and the refund may differ. If the amount of the refund is less than the amount of the purchase, you will be responsible for the difference.

OTHER SERVICES & BENEFITS

We may make non-financial benefits and services associated with your card available to you. These benefits and services are subject to the terms set by the companies that provide them and may be changed or cancelled with or without notice. We aren't liable for these benefits and services.

REWARDS

An integral feature of your account is that you will earn SaksFirst reward points on every eligible purchase made using your card. When your SaksFirst Credit Card account is opened, you will be automatically enrolled in the SaksFirst rewards program. By accepting this agreement, you agree to the terms and conditions of the SaksFirst rewards program, available online at www.SaksFirst.ca. Saks Fifth Avenue and/or its affiliates own and operate the SaksFirst rewards program and are responsible for the administration of the rewards program and may make changes to the terms and conditions from time to time. We are not responsible for the SaksFirst rewards program or its administration.

For more information on the SaksFirst rewards program, please visit the program website at www.SaksFirst.ca, call SaksFirst rewards customer service at 1-855-725-7222, or visit a Saks Fifth Avenue or Saks Fifth Avenue OFF 5TH store in Canada. These rewards terms only apply to the SaksFirst Credit Card.

SPECIAL PAYMENT PLANS

From time to time, we may offer you the ability to make a purchase under a special payment plan. The terms and conditions of the special payment plan will be provided to you at the time of purchase and may be different from some of the terms in this agreement. Accepting those terms and conditions changes the terms and conditions of this agreement for a limited time and only with respect to the purchase

under the special payment plan. The terms and conditions of this agreement apply to any remaining balance on your account after your special payment plan has ended.

FEES WE CHARGE

All of the fees that we charge in connection with your account are set out in the disclosure statement.

INTEREST WE CHARGE

The annual interest rates we charge are:

- the interest rates applicable to purchases, as shown on your disclosure statement; or
- any promotional interest rates we may provide to you, including those that apply to a purchase made under special payment plan.

We don't charge interest on purchases appearing on your monthly statement for the first time (new purchases), if you pay your new regular balance in full within the grace period.

For each new purchase, the grace period is the period between the transaction date and the payment due date shown on the monthly statement on which the purchase first appears. If we don't receive payment of your entire new regular balance by the payment due date, you will be charged interest on each new purchase, starting from the transaction date – or in the case of a purchase made under a special payment plan, from the date that the plan ended. Interest on a purchase is charged until the purchase is paid

off. For the purpose of interest calculation, all interest charges and fees are treated as purchases. If you reside in Quebec, we will not charge interest on any purchases for a billing period where you pay your new regular balance in full by the payment due date.

HOW WE CALCULATE INTEREST

The amount of interest we charge on your monthly statement is calculated as follows:

- First we add the amount you owe on each day during the billing period, and divide that total by the number of days in the billing period. This is your average daily balance
- Then we multiply the average daily balance by the applicable monthly interest rate (obtained by taking the annual interest rate and dividing by **12**)

If your billing period is less than **28** days or longer than **31** days, we use the applicable daily interest rate (obtained by taking the annual interest rate and dividing by **365**) and multiply it by the total number of days in the billing period, and then multiply that number by the average daily balance (as outlined above), to determine the interest we charge you.

When more than one interest rate applies to your account, we calculate the interest charge based on the average daily balance that is applicable to each interest rate. Your monthly statement shows the interest rates applicable to your account and any associated interest charges.

YOUR MONTHLY STATEMENTS

We will provide you with a monthly statement for your account for each billing period unless there's been no activity on your account during that period, and:

- there's no balance owing;
- you've been notified that your account has been suspended or closed and we have demanded payment of the outstanding balance; or
- your account has a credit balance and you have not been charged any interest or fees (in which case we will provide you with a statement once every **3** billing periods).

Other than for one of the reasons set out above, if you do not receive a monthly statement for any billing period, you must contact us or check your account balance online. You are required to meet your payment obligations each billing period, even if you don't receive a statement due to a change in your contact information, a postal disruption, an Internet failure, or for any other reason.

TELLING US ABOUT STATEMENT ERRORS

You are responsible for informing us of any errors on your monthly statement. If you don't notify us of an error within **30** days of receiving your statement, you accept the monthly statement and our records as accurate and complete.

MAKING PAYMENTS TO US

You must make at least the minimum payment indicated on your monthly statement by the payment due date shown on that monthly statement. The method of calculating your minimum payment is set out in your disclosure statement.

Payments must be made in Canadian dollars. You can make payments on your account at any time as follows:

- By telephone, online banking or at a branch of your financial institution
- By debit card or cash at any Saks Fifth Avenue or Saks Fifth Avenue OFF 5TH store within Canada
- By mail, using the payment information provided on each monthly statement

All payments must be made in a form acceptable to us. Payments made by a cheque or money order must be drawn on a Canadian financial institution. Please note that SaksFirst rewards points cannot be used to pay your account.

Depending on the payment method you choose, your payment may take several days to reach us, and may arrive after your payment due date. Keep this in mind when considering how and when to make your payment. We can accept late payments or partial payments, or cheques and money orders marked “payment in full” or other similar language, without losing any of our rights under this agreement.

If a payment through your financial institution doesn't clear, we will reverse the account credit and you

will still owe us the amount of the payment, which will continue to incur interest, if applicable, until paid.

APPLYING YOUR PAYMENTS

Any payments we receive up to and including the amount of your minimum payment will be applied first to the balance with the lowest annual interest rate, and then to the other balances in ascending order based on their applicable annual interest rates.

Excess payments over the amount of your minimum payment will be applied to the remaining balances on your monthly statement, starting with the balance with the highest annual interest rate, and then to other balances in descending order based on their applicable annual interest rates. Any remaining payments will then be applied against transactions that have not yet appeared on a monthly statement in descending order based on the applicable annual interest rates.

TELLING US ABOUT CHANGES TO YOUR CONTACT INFORMATION

You must tell us if the email, mailing and/or residential address or phone numbers we have on file for you change. As set out in this agreement, different terms may apply to your account depending on your province of residence. If you change your province of residence, you agree that we may take up to **90** days after you notify us of the change to apply any different terms to your account. You further agree that any different terms

that apply as a result of the change to your province of residence will not apply retroactively. If we send a statement or a notice to you that's returned because of an invalid address, we won't issue further statements or notices to you until we receive a correct address. We may choose to restrict the use of your account, including access to online banking, until we've received the updated information. There are certain items, like cards, which we may refuse to mail to an address that isn't in Canada.

RESOLVING DISPUTES ABOUT TRANSACTIONS

If you have problems with anything you buy using your card or account number, you must pay the amount owing on your account and settle the problem directly with the merchant. You may not stop payment on any transaction. In some circumstances, we may be able to provide assistance in resolving disputed transactions. If you wish to discuss a dispute, you may contact us at 1-800-391-6311. You must contact us within **30** days of receiving your statement.

If a merchant gives you a refund and we receive a credit note from the merchant, we'll credit it to the account on the day we receive it. A merchant refund does not count towards your minimum payment. If you have outstanding balances on your account accruing interest at different rates, the merchant credit may not necessarily be applied against the item for which you received the credit. If we have charged you any interest on a purchase that was returned and for which a merchant credit was applied to your account, we may not refund this interest to you.

LOST/STOLEN CARDS & UNAUTHORIZED USE OF YOUR ACCOUNT

You must take reasonable care to safeguard your card against loss, theft or misuse. You must contact us by telephone immediately if your account number or card is lost or stolen or if a person uses your account without your permission (known as "unauthorized use"). You have no liability to pay for any transaction entered into through unauthorized use of your account.

Unauthorized use doesn't include use of your account by someone you've identified as an authorized user or someone you permitted to use your account or card. You agree to cooperate and help with any investigation that we initiate into unauthorized use before we'll consider reimbursing you for any losses. If our investigation establishes that there was no unauthorized use, you'll be fully liable for all amounts charged to the account before you notified us.

DEFAULT & FORFEITURE OF THE BENEFIT OF THE TERM

Your account will be in default under this agreement if you:

- fail to meet the terms of this agreement;
- become the subject of a bankruptcy or insolvency proceeding;
- provide any false or misleading information in your application; or
- have legal action taken against your property.

If you're in default, we may:

- terminate, modify or restrict your rights under this agreement, which could include closing your account;
- demand that you immediately pay the balance of your account in full with interest at the applicable rate(s); or
- apply any balance that you have in any other account with us against the amount that you owe us under this agreement.

If you're in default, you must also pay all legal fees reasonably incurred to collect or attempt to collect your debt.

RESTRICTING OR CLOSING YOUR ACCOUNT

You can close your account at any time by contacting us. We can suspend or restrict the use of your card and account, reduce your credit limit or close your account at any time for any reason without notifying you first, even if you're not in default.

If you close your account or we do, you must pay all amounts owing on your account, stop using your card and destroy all cards issued on the account. The terms and conditions in this agreement remain in effect until you pay the entire balance owing on your account.

CHANGES TO THIS AGREEMENT

At our sole discretion, we may make unilateral changes to any section in this agreement. Where required by law, we'll provide you with notice of

any changes, in writing and at least **30** days before the changes take effect. You agree that by notifying you of any changes to the terms in this agreement, we're also telling any authorized user. Any changes to this agreement apply to both your outstanding and future debt and take effect on the date indicated in our notice. You can always refuse these changes by closing your account before the changes take effect.

ASSIGNING YOUR ACCOUNT

At any time, we may sell, transfer or assign any or all of our rights and obligations under this agreement or your account without telling you in advance. You may not sell, assign or transfer any of your rights or obligations under this agreement or your account.

GOVERNING LAW

This agreement will be interpreted in accordance with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside of Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where you reside are competent to hear such dispute and you agree to be bound by any judgment of that court.

NON-WAIVER

We may choose not to act on any right under this agreement without giving up that right. Any time we give up one of our rights, we will do so in writing and sign a waiver.

SEVERABILITY

If any part of this agreement is considered invalid or unenforceable under applicable law, the rest of this agreement is still valid and enforceable.

QUEBEC RESIDENTS ONLY - CLAUSES REQUIRED UNDER THE CONSUMER PROTECTION ACT

The following provisions apply only if you reside in Quebec and are a consumer as defined by Quebec's Consumer Protection Act, chapter P-40.1.

Clause of forfeiture of benefit of the term

Before availing himself 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, he must forward him a statement of account.

Within **30** 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;
- (b) or 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 (chapter 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.

Open credit contract for the use of a credit card

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing

that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address. Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant. On receipt of the notice, the merchant must cease to collect the preauthorized payments. On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to **\$50**. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within **21** days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within **60** days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.

Table of Examples of Interest Charges for a 30-Day Billing Period

Annual interest rate	Average daily balance		
	\$100	\$500	\$1000
22.95%	\$1.91	\$9.56	\$19.12
29.9%	\$2.49	\$12.45	\$24.91

If you have a customer service inquiry or concern, call 1-855-725-7222 or write to us at: Saks Fifth Avenue Credit Services, P.O. Box 903, Stn. Agincourt Scarborough, ON M1S 5M4. For more information, see Addressing Your Concerns on page 21, or visit www.capitalone.ca/concerns for our current complaint resolution process.

ABOUT YOUR PERSONAL INFORMATION

Your privacy is important to us. The personal information we collect about you is managed in accordance with our Privacy Policy, available at www.capitalone.ca/privacy.

We limit the collection, use, and disclosure of personal information to the purposes that we identify prior to, or at the time of, collection, and as in our cardholder agreement.

When you apply for A Saks First Credit Card or Saks Fifth Avenue Credit Card, communicate with us, or provide personal information to us in any way, you acknowledge your consent for personal information collection, use and disclosure as set out in this agreement, applicable laws and industry standards. If we want to use your information for a purpose that was not disclosed at

the time of initial consent, consent will be sought at the time of this new purpose.

Collecting Your Personal Information

Information we may collect includes, but is not limited to:

- Information you provide to us when you register or apply for one of our products or services, visit or use our website or apps, interact with us, or engage with us in any way;
- Publicly available information;
- Information about your transactions, including purchases, account balances, fees, payment history, parties to transactions and credit card usage;
- Information from credit reporting agencies and other outside sources to verify financial information about you, such as your employment and credit history;
- Information from surveys that you participate in, or from third parties that we have contracted with;
- Information from customers' mobile and online activity (for example, IP address, mobile device ID, application and website use, and history); and
- Information required by law.

Using Your Personal Information

This information may be used for specific purposes, including:

- To contact you
- To authenticate you
- To continually assess your creditworthiness

- To service you
- To make improvements
- To prevent fraud
- To serve you offers, advertising and marketing
- To report
- As required by law

Subject to legal and contractual restrictions, you can, with reasonable notice to Capital One, withdraw your consent for use and disclosure of your personal information, other than that which is required for us to maintain your account and to provide services for which you were approved.

We will not add your name to marketing campaigns for the first **30** days after the opening of your account to give you an opportunity to opt out of mail, email and phone marketing. To update your privacy preferences for specific accounts, please contact 1-855-725-7222. You should know that withdrawing your consent in these instances may result in you missing out on offers specific to your account, like credit limit increases.

You can also opt out of the use of cookies for Online Behavioural Advertising by clicking on the “AdChoices” link embedded in many of our ads. You can opt out of the use of your browsing habits for OBA – just visit the AdChoices website at www.youradchoices.ca/choices, provided by the Digital Advertising Alliance of Canada, and use the opt-out mechanism.

Sharing Your Personal Information

We may share your information with third parties who help us to assess, process, collect on, make offers for, and service your account. These third parties include:

- Credit reporting agencies
- Plastic manufacturers
- Print suppliers
- Payment processing suppliers
- Collections and law firms
- Fraud detection services
- Mastercard (and merchants through Mastercard)
- Call centres
- Marketing and research companies
- Regulators, courts, law enforcement and other government institutions
- Saks Incorporated, Hudson’s Bay Company and their respective affiliates

Your personal information may be stored and processed at our corporate offices in the U.S. or with approved third parties within the U.S. or elsewhere.

Protecting Your Personal Information

While Capital One takes all reasonable measures to protect data, there is always inherent risk when providing personal information. We have procedures and practices to safeguard your personal information against loss, theft and unauthorized access. You can also take steps to protect your personal information,

like providing us with your new address if you move, and not sending us sensitive information through email.

Contacting Us

You can contact Customer Service for general privacy inquiries or concerns. To speak to a Customer Service Representative, call 1-855-725-7222.

You can write to our Privacy Office to request access to the personal information we have on file for you. We will provide you with the personal information we have, subject to certain considerations specified by law. Some of the information we have on you, like your contact information and transactions, is available on your account statements easily accessed by you through online banking.

For more information about our Policy, or to raise a privacy concern, please contact our Privacy Office at the following address:

Attention: Privacy Officer
Capital One Canada
P.O. Box 508, Stn D
Scarborough, ON M1R 5L6

For more information about how Capital One manages privacy, including the following topics, please view our Privacy Policy at www.capitalone.ca/privacy.

- Privacy Commitment and Personal Information
- Changes to this Privacy Policy
- Accountability
- Information We Collect, and Limiting Collection

- Identifying Purposes
- Consent
- Limiting Use, Disclosure and Retention
- Accuracy
- Safeguards
- Openness, Individual Access and Challenging Compliance

SAKS PRIVACY STATEMENT

Capital One provides and administers the SaksFirst Credit Card and the Saks Fifth Avenue Credit Card, and Saks and its affiliates endorse the card. When you have a SaksFirst Credit Card or the Saks Fifth Avenue Credit Card, you have a relationship with both Saks and Capital One. When you apply for, receive or use a card, Capital One and Saks each collect, use, disclose and maintain your personal information for certain purposes.

Saks collects and uses your information to provide you with goods and services, to comply with legal and regulatory requirements, and as otherwise permitted by law. Saks may also share your information with Capital One to help in maintaining your account. Where your information relates to your SaksFirst rewards account, Saks also collects and uses it to establish and administer such account.

Optional Use and Disclosure of Your Personal Information

Saks or other organizations with which Saks has marketing arrangements, including Capital One, may have access to your information and may use it for the additional purposes of

communicating with you about promotional offers, products or services. These communications may include notifications of sales, special events, store promotions and exclusive offers. Such communications from Saks may be sent out by mail, fax or by telephone via an Automatic Dialing Announcing Device to the number indicated on your card application. Your consent to access and use your information for these additional marketing purposes is optional and is not required as a condition of obtaining or using your card. If you do not want your information to be accessed or used for these additional purposes, please contact the Saks Fifth Avenue Privacy Office at the address set out below. Saks may also send these communications to you electronically, including by email, text or sound messages, with your express consent or where your consent is implied by law. You may request access to the personal information Saks has about you on file.

Call: 1-866-225-8251

Email: privacy@hbc.com

Write: Hudson's Bay Company
8925 Torbram Road
Brampton, ON L6T 4G1

Privacy Policy

For more information, please review the Saks Fifth Avenue (Canada) Privacy Policy. From time to time, Saks may amend or update its Privacy Policy. You can get the most up-to-date version of the Privacy Policy by visiting www.saksfifthavenue.com/canada/privacypolicy_EN.

ADDRESSING YOUR CONCERNS

At Capital One, our top priority is our customers – we work hard to ensure that our customers' expectations of service are met and even surpassed. We want to hear from you if this doesn't happen.

Follow These Steps to Get in Touch With the Right People

Step 1

Our customer service team is your first point of contact for customer service inquiries or other concerns. Please have your relevant information handy – for example, your account number, important dates, and names of staff you've talked with.

Call: 1-855-725-7222

Write: Saks Fifth Avenue
Credit Services
P.O. Box 903, Stn. Agincourt
Scarborough, ON M1S 5M4

Step 2

If you've already contacted our customer service team and they were unable to resolve your inquiry or concern to your satisfaction, you can elevate it by asking to speak with an account supervisor and, if necessary, to a manager.

Step 3

If you've been working with an account supervisor or manager and are not satisfied with the resolution, you can make a complaint to our Executive Response Committee.

Step 4

If you have followed steps 1 through 3 above and you remain unsatisfied, you may contact our Ombudsman Office in writing. The Ombudsman can only review your complaint after you have received a response from our Executive Response Committee.

Ombudsman Office

Email: ombudsman@capitalone.com

Fax: 1-855-590-1834

Write: Capital One Ombudsman
P.O. Box 511, Stn. D
Scarborough, ON M1R 0A4

Step 5

If our Ombudsman has been unable to resolve the complaint to your satisfaction, you can contact the Ombudsman for Banking Services and Investments.

Email: ombudsman@obsi.ca

Call: 1-888-451-4519 (Toll-free)

TTY Phone: 1-855-TTY-OBSI
(1-855-889-6274)

Fax: 1-888-422-2865

Write: Ombudsman for Banking
Services and Investments
401 Bay Street
Suite 1505, P.O. Box 5
Toronto, ON M5H 2Y4

Compliance With Consumer Protection Provisions

If your concerns are regarding our compliance with federal consumer protection law, public commitments, or industry codes of conduct, you may contact the Financial Consumer Agency of Canada at any time.

Write: Financial Consumer Agency
of Canada
427 Laurier Avenue West
6th Floor
Ottawa, ON K1R 1B9

Website: www.fcac-acfc.gc.ca

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