

407 ETR GIFT CARD

TERMS AND CONDITIONS

The following agreement describes the terms and conditions that apply to the 407 ETR Gift Card in Ontario between you and the 407 ETR (“we”, “our”, “us”).

By using your Card, you agree to the terms and conditions of this agreement. Please keep a copy of this agreement for your records. The terms and conditions of this agreement will govern the use of the Card by you or anyone else who holds or uses the Card, whether or not they are authorized by you.

Important Notes

The 407 ETR Gift Card (“the Card” or “your Card”) is distributed by us and is not available for purchase at this time.

Highway 407 ETR is located entirely within and operates exclusively in Ontario. Your Card may be used in Ontario only. Therefore, this agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein, notwithstanding any conflict of law rules.

Use of Card

The Card is distributed by us. It is not available for purchase at this time. The use of the Card is limited to making payment on a 407 ETR account and such payment may be made only online at www.407ETR.com.

No deposit account, credit line or overdraft protection is associated with the Card. Unless otherwise required by law or permitted by this agreement, any amount on your Card is non-refundable and may not be redeemed for cash. No interest, dividends, or any other earnings will accrue or be paid or credited to you for the value on the Card. No credit card, credit line, overdraft protection, or deposit account is associated with your Card. The value associated with the Card is not insured by the Canadian Deposit Insurance Corporation (CDIC).

We reserve the right not to accept payment from any Card and the right to otherwise limit the use of a Card if we reasonably believe that the use is unauthorized, fraudulent, or otherwise unlawful. All amounts on your Card are held and denominated in Canadian dollars.

Service Fees and Expiration

No fees, including activation, use or maintenance fees are applicable. Your Card will not expire.

Receipts and Statements

You will not be sent a statement of itemized transactions from the Card. You can check the balance of the Card online at our website: www.407etr.com. The payments from your Card also appears on your bill when the Card is used to make a payment to a 407 ETR account. Please review and retain your payment details from each transaction in order to ensure that your account balance is correct. You will need to produce your payment details in the event of a dispute relating to an account or Card balance.

Billing Errors and Corrections

407 ETR reserve the right to adjust and correct the balance of your account in the event we believe that an administrative, billing or accounting error occurred. If you have questions regarding any transition or correction, or if you dispute any transaction or correction that has been assessed against your Card, please call our Customer Service Department at 1-888-407-0407. We shall have no liability for any billing error unless you provide us notice within sixty (60) days of the date of the transaction in question. Please monitor your transactions and account balances closely.

Liability for Unauthorized Transactions

Your Card should be treated like cash. You are responsible for all transactions associated with your Card, including unauthorized transactions. You will not be entitled to a refund or a replacement Card, if your Card is lost, stolen, or destroyed.

Privacy Policy

Please review our policies and practices concerning the collection, use, disclosure and retention of Personal Information. Our Privacy Policy can be accessed at www.407etr.com/about/privacy-policy.html or call our Customer Service Department at 1-888-407-0407 to request a copy by mail.

Amendments to this Agreement

We may amend the terms or conditions of this agreement at any time, including any rights or obligations you or we may have. We will post the terms and conditions of the amended agreement on our website. As permitted by applicable law, any amendment will become effective at the time we post the amended agreement on our web site or as otherwise stated in our notice to you. Unless we state otherwise, the amendment will apply to your future and existing Cards. You are deemed to accept the amendments if you use your Card after such notice.

Suspension or Termination of this Agreement

We may suspend or terminate this agreement in whole or in part at any time and for any reason or no reason without notice or liability to you, including in connection with the termination of the Card program. If we terminate this agreement without cause, we will refund or issue credits equal to the balance held on your Card.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein, notwithstanding any conflict of law rules.

Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against any of our subsidiary, parent or affiliate companies) arising out of or relating to this agreement or your use of the Card (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

Arbitration Procedures

You must first present any claim or dispute to us by contacting our Customer Service Department to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within sixty (60) days. The arbitration of any dispute or claim shall be conducted in accordance with the Arbitrations Act (Ontario) as modified by this agreement. Unless you and we agree otherwise, any arbitration will take place in Toronto, Ontario, and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class-wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be

required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

Costs of Arbitration

All administrative fees and expenses of an arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

Waiver of Punitive Damage Claims and Class Actions

By entering into this agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

Disclaimers and Limits of Liability

407 ETR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES, SO THIS MAY NOT BE APPLICABLE TO YOU. 407 ETR DOES NOT REPRESENT OR WARRANT THAT YOUR CARD WILL ALWAYS BE ACCEPTED OR THE CARD PROGRAM WILL ALWAYS BE ACCESSIBLE.

IN THE EVENT THAT 407 ETR OR ITS AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR CARD PRIOR TO THE TIME AT WHICH SUCH DAMAGES AROSE. 407 ETR AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, USE OR DATA) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL 407 ETR OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL. SOME JURISDICTIONS DO NOT ALLOW

THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Assignment

We may assign all or part of this agreement without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this agreement.

Entire Agreement

This agreement is the complete and exclusive statement of agreement between you and 407 ETR, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this agreement.

Questions or Notices

If you have any questions or wish to send us any notice regarding this agreement or your Card, please visit our website at www.407etr.com or call us at 1-888-407-0407.

(Updated: August 2014.)