



LoanMe.ca 11301799 Canada inc.

OPC Permit: 17108-3

[4170 Still Creek DR,](#)

Burnaby, BC

V5C 6C6

Montreal on **2024-11-25**, CONVENTION variable credit entered in; the date indicated above, (Variable credit contract other than that concluded for the use of a credit card).

BETWEEN:

LoanMe.ca 11301799 Canada inc.

[4170 Still Creek DR,](#)

Burnaby, BC

V5C 6C6

(Hereinafter the "**Creditor**")

AND:

WILLIAM JONATHAN MARTYNIW

Address:1782 KIRKWALL

CRES,MISSISSAUGA

Ontario , L4X 1P1

(Hereinafter the "**Debtor**")

PREAMBLE

Considering that the **Debtor** wishes to obtain from the **Creditor** a revolving credit facility by which the **Debtor** may borrow cash advances from the **Creditor** and that the **Creditor** agrees to grant a facility revolving credit facility to the **Debtor** and to make advances under the terms of such revolving credit facility, all in accordance with, terms and conditions hereof; Considering that the parties both accept the terms and conditions mentioned below, which govern their relationship and their respective duties and obligations.

THE PARTIES AGREE AS FOLLOWS:

The **Creditor provides** the **Debtor with** a revolving credit facility (the "**Facility**") under which the **Facility** the **Debtor** may obtain advances of money from the **Creditor** for a maximum principal amount of **\$1,500.00**, the principal balance of cash advances received at any time by the **Debtor** under the terms of the **Facility** and for which the **Debtor** is then indebted and indebted to the **Creditor** being hereinafter referred to as the "**Principal Balance**". .

Concurrent with the signing and execution of this agreement, the **Debtor** makes a first request for an advance of money in an amount corresponding to the full amount of the **Amount of the Facility**, which first advance is paid to it by the **Creditor** by deposit direct or Interac transfer to the bank account designated by the **Debtor**, in the bank



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account identity to the pre-authorized debit form attached hereto.



From the signing and execution of these presents and until full payment of any sum owed by the **Debtor** to the **Creditor** under the terms of the **Facility**, in principal, interest or costs, the **Creditor** requires from the **Debtor**, who consents and agrees undertakes to pay a membership fee in the amount of "\$2.27" per day (the "**Membership Fee**"), which **Membership Fee** is earned by and for the benefit of the **Creditor** each week during which there remains any sum owed by the **Debtor** as to the **Facility**, in principal, interest or costs, the first payment of the **Membership Fee** being due by the **Debtor** and earned by the **Creditor** at the same time as said disbursement and recalculated in proportion to the frequency chosen by the **Debtor**. **For example:** if the payment is every 2 weeks, the **Debtor** will have 2 weekly periods of **Membership Fee** added to his statement.

Any **Principal Balance** bears interest at the rate of (18.99%) annually, from the date of signing of this agreement, calculated and compounded daily, until payment of any amount due hereunder, at some whatsoever, and until the perfect and complete execution of any obligation incumbent on the **Debtor** under the terms hereof or by law. Any sum of any kind whatsoever and of which the **Debtor** may become liable to the **Creditor** hereunder, in capital, costs or charges whatsoever, will also bear interest at the rate of (18.99%) annually, calculated and compounded daily, from the date of the date on which such sum becomes due and unpaid until full payment of said sum.

The **Debtor** undertakes and agrees to make, for the purpose of paying any sum which may be or become due in relation to the **Facility**, in principal, interest, costs or other, periodic, consecutive and equal payments in an amount of "\$85.66+ **Membership Fees**", which will be made by pre-authorized debits from the identity account on the **Debtor's** pre-authorized debit form attached hereto (the "**Periodic Payments**"). The **Periodic Payments** will be charged by the **Creditor** firstly to the payment of the **Membership Fees** accrued and unpaid, then to the payment of accrued and unpaid interest and to the payment of any other costs, charges or amounts which the **Debtor** may then be indebted to the **Creditor**, and any balance of any such **Periodic Payment** will subsequently be deducted from the **Principal Balance**. The **Creditor** reserves the right to modify, without charge or prior notice to the **Debtor**, the day on which the withdrawn from **Periodic Payment** is the bank account so **Debtors That** this day corresponds to the day on which the **Debtor** receives payment of his salary.

The **Debtor** may, when "**50.00%**" of the **Principal Balance disbursed** concurrently with the signing and execution of these presents has been reimbursed (the "Net Surplus"), ask the **Creditor** to grant him a new advance of money to terms of the **Facility** for an amount not exceeding "**100.00%**" of the **Net Surplus**. Subsequently, whenever "**50.00%**" of the **Principal Balance** of the **Facility** in the most recent advance has been repaid, the **Debtor** may request the **Creditor** to grant it a further advance of money under the terms of the **Facility** for an amount not exceeding "**100.00%**" of the difference between the **Principal Balance** of the **Facility** when the last advance was granted to the **Debtor** and the **Principal Balance** of the **Facility** when the new advance request is made by the **Debtor**. The **Debtor** undertakes to pay the **Creditor**, for each subsequent advance granted to it under the terms of the **Facility**, an administrative fee for advance of funds in the amount of " **\$35.00** ". The **Creditor** reserves the right to limit the amount of any new request for an advance or to refuse to make a new advance in the event of any fact, change or circumstance which, in the opinion of the **Creditor** and in its sole discretion, constitutes an increase in the amount risk of the **Debtor** or has a material impact affecting the willingness of the **Creditor** to extend credit to the **Debtor**, inter alia but not limited



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to any change in the financial position of the **Debtor**, any default of the **Debtor** under this agreement or any change as to the credit situation **Debtor's**.

The **Creditor** also reserves the right, when any subsequent advance request, to modify the amount of the **Periodic Payment** or its payment frequency.

In addition to any sum that the **Debtor** may have to remit to the **Creditor** in reimbursement of expenses that the latter would have suffered as a result of a refusal of a pre-authorized check or debit by the financial institution **Debtor's**, for insufficient funds or other expenses of administration and treatment of fifty-five dollars (40\$) will be required by the **Creditor Debtor** for any check or pre authorized debit non-honored by the financial institution **Debtor**. In the event that the **Debtor** wishes to request a modification of the terms of payment and reimbursement provided for herein, an administrative fee of thirty-five dollars (20\$) will be payable by the **Debtor** to the **Creditor**.

To defer a payment by sending an email to the following address support@loanme.ca, at least **72 working hours before the date of the debit**. A fee of **(\$10)** is payable. **Debtor is applicable**. However, you will avoid additional costs related to lack of funds as a **Debtor** you pay on time.

The **Debtor** has the right to prepay, in whole or in part, any accrued **Principal Balance** and any amount due as interest or **Membership Fees** payable under the **Facility** and any fees, expenses or other obligations, for which he may be liable under the terms hereof, at any time before maturity, without notice or penalty.

An up-to-date statement of account is available at all times for printing or consultation by the **Debtor**. The information about the **Facility**, including but not limited to the **capital balance**, any amount available for a new advance under the **Facility**, the **membership fees** charged and charged on the **Facility**, interest accrued, other costs and charges charged to the **Facility** and the posting of **Periodic Instalments** received by the **Creditor**.

The **Debtor** agrees that any notice, statement of account, communication or instruction that the **Creditor** may or should communicate to it in relation to the **Facility** be sent to it by email using the email address provided by the **Debtor** in its facility request form. credit. The **Debtor** warrants that this email is his and that no other person can access it without the prior consent of the **Debtor**. The **Debtor** is solely responsible for ensuring the privacy and confidentiality of this email and any information that may be there. The **Debtor** acknowledges that the making available, upon request, of an up-to-date statement of account available at all times in relation to the **Facility** constitutes the full and satisfactory fulfillment of the obligation **Creditor's** to provide a statement of account under the terms of the Consumer Protection Act.

The **Debtor** must reimburse the **Facility** and any sum that may become due in relation to it, in



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principal, interest, membership fees or other costs, as follows:

By accepting the terms and conditions of this agreement, in the event of default of payment, you authorize the **Creditor** and / or his **agent** to communicate with you at your workplace or at any other place for which you have provided the contact details during your application. You also agree that the **Creditor** may carry out checks, research and consultations with any credit rating agency that may have a file on you, and you acknowledge that in the event of any default on your part hereunder, the **Creditor** could, without being required to do so, report this situation to any credit rating agency holding a file on you.

The **Debtor** authorizes the authorized **Creditor** to carry out pre-direct debits from his bank account for the payments and costs related to this agreement.

The **Debtor** expressly authorizes the **Creditor** to obtain from any person (including the employer(s)), any organization, any unit of security information agency and any financial institution) the information necessary for the approval of this agreement.

This agreement comes into force at the time of signature and will end after full payment of any sum due in respect of the **Facility**, in capital, interest and costs. The **membership fee** shall cease to be due and payable when this Agreement will end as planned, before it.

In the event that the **Debtor** fails to make any of the payments provided for in this agreement by the due date, the **Creditor** may demand full payment of any amount due under the terms due in relation to the **Facility**, in principal, interest and costs. All legal and extrajudicial costs which will be reasonably incurred upon the occurrence of a default under the terms and conditions of this contract will be claimed from the **Debtor**. The **Debtor** shall also reimburse the **Creditor** for the amount of any charges that the latter may be imposed or charged for any check or direct debit returned to the **Creditor** for insufficient funds or otherwise.

Should any unpaid balance require the use of a collection agency, a (\$100) fee will be added to the unpaid balance and payable by the debtor to the creditor.

INFORMATION REQUIRED BY THE CONSUMER PROTECTION ACT APPENDIX 4 (Consumer Protection Act, Art.125).

(Clause of forfeiture of benefit of the term). Before availing himself of this clause, the merchant must send the consumer a written notice and, unless he is exempted from it in accordance with article 69 of the General Regulations, a statement of account.

Within 30 days of receipt by the consumer of the notice and, if applicable, of the statement of account, the consumer may:

- a) Either remedy the fact that he is in default.
- b) Or present a request to the court to modify the terms of payment provided for in this contract.



It will be in the consumer's interest to consult sections 72, 104 to 110, 126 and 127 of the Consumer Protection Act (chapter P-40.1) as well as section 69 of the General Regulation adopted under this Act and, if necessary, to contact the Office de la protection du consommateur.

Table Example of credit charges:

1 -	Amount borrowed on available credit:	\$750.00
3 -	Payment frequency:	Weekly
3 -	payments made:	\$64.84
4 -	Principal balance after 19 weeks:	\$0.00
5 -	Total amount of interest paid (i) :	\$44.96
6 -	Annual credit rate:	18.99%



Table related to your request for variable credit:

1 -	Amount up to which the credit is granted:	_500\$_____
2 -	Membership fees:	\$ 2.27 / Daily
3 -	Payment frequency:	6
3 -	Duration of each period for which a statement of account is provided:	At all times
4 -	Minimum payment for each period:	\$ 85.66 \$ + Membership fees
5 -	Date of first payment:	2024-12-16
6 -	Annual credit rate:	18.99%

Date of signature

**THE DEBTOR
representative)**

Client's first and last name:
WILLIAM JONATHAN MARTYNIW

Signature: 

THE CREDITOR (and / or his

Duly authorized official:
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Signature: 