



TERMS AND CONDITIONS GOVERNING THE USE OF THE LA POPULAIRE BUSINESS CARD

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1. INTERPRETATION

In the present, the following terms and expressions mean:

- **AccèsD Internet service:** service offered via an access system, such as a computer or smartphone, allowing the holder to carry out transactions such as those described in these Terms and Conditions of Use.
- **Access code:** An access code consisting of information shown on a card or any other authorized access code.
- **Accessible equipment:** An automated teller machine, a point-of-service terminal, a Touch-Tone telephone linked to a Touch-Tone line, a smartphone, a computer or any other equipment through which a holder can conduct transactions in the accounts held by the member at the Caisse or with a subsidiary.
- **Authorized transit:** An amount pre-determined by the Caisse up to which it agrees not to withhold funds on any item submitted for cashing in.
- **Caisse:** Means Caisse populaire acadienne ltée.
- **Canadian financial institution:** Any Canadian financial institution other than a Caisse or a subsidiary as defined herein.
- **Card:** The La Populaire Business Card¹.
- **Confirmation number:** A number assigned by some accessible equipment confirming a transaction carried out by the holder using the card.
- **Contactless technology:** Technology which allows a holder to make a payment using the card at participating merchants without having to insert or swipe the card in a point-of-sale terminal. This technology allows the holder to, for example, simply “wave” the card in front of an access system, without having to enter a PIN.
- **Daily limits:** Maximum amounts that can be withdrawn daily from a folio through accessible equipment.
- **FCDQ:** Fédération des caisses Desjardins du Québec.
- **Folio:** Refers to the checking or any savings account or any account or subaccount opened in relation to the folio.
- **Holder:** A natural person who operates a member business firm or a duly authorized representative of the member who has obtained a card from the Caisse.
- **Member:** A natural person, a legal person, an association or a partnership operating a business firm and which is a member of the Caisse.
- **Merchant:** A business firm which, through any accessible equipment, accepts cards as a means of payment for products and services.
- **Password:** The confidential personal password of the holder.
- **PIN:** The confidential personal identification number of the holder for using the AccèsD service.
- **Point-of-service terminal:** Electronic terminal equipped with a card reader and keypad used to carry out transactions by means of a card.
- **Security questions:** Three questions chosen by the holder, the answers to which are specific to, and known only by the holder. The holder may be asked any of these questions when logging in to AccèsD.
- **Subsidiary:** A legal person controlled by the Caisse and/or FCDQ, and, for the sole purpose of brevity, “subsidiary” also designates FCDQ and its members caisses.
- **Transaction record:** A record issued by some accessible equipment confirming a transaction carried out by the holder using the card.
- **Unauthorized transaction:** Any transaction carried out after i) the holder has declared the loss or theft of his/her card, ii) the card has been cancelled or declared invalid, iii) the holder or member has declared that another person may know his/her PIN or password if, in the case of the PIN, he/she was unable to change it as soon as a third party was suspected of knowing it, iv) the holder has been obliged, under threat, to hand over his/her card or to communicate the PIN or password to a third party, on condition that the holder files a complaint with the police authorities, notifies the Caisse immediately and collaborates with all ensuing inquiries, or v) the holder has had his/her PIN or password stolen or taken away without their knowledge.

2. ACCEPTANCE OF CONDITIONS GOVERNING USE

2.1 – The holder acknowledges that he/she holds one or several cards, as desired.

2.2 – The member and the holder acknowledge that the use of a card by the holder together with the transactions that may be conducted using such card are subject to specific conditions and rules as established from time to time by the Caisse, which they accept and undertake to abide by, including those described hereunder.

3. TRANSACTIONS CARRIED OUT WITH A CARD

3.1 – The member and the holder acknowledge that one of the holder’s cards can be used as an ID card at the Caisse or a Caisse affiliated with the FCDQ.

3.2 – The holder acknowledges that use of his/her security questions are security measures required to verify his/her identity, as well as that of AccèsD.

3.3 – The member and the holder also acknowledge that the combined use by the holder of one of his/her cards or access codes, with the PIN or password related to it, shall be the equivalent of the holder’s authentic signature in order for him/her to conduct transactions with the Caisse or a subsidiary on behalf of the member through accessible equipment (e.g. access to information, deposit, withdrawal, bill payment, transfer, payment at a merchant’s).

3.4 – Any member who, in order for financial transactions to be valid, has chosen to carry them out through more than one representative acknowledges and agrees that the holder can access all transactions listed in the folio opening agreement via access systems. Any member who, in order for financial transactions to be valid, has chosen to carry them out through a single representative acknowledges and agrees that the holder can access only deposit transactions via access systems if the member has chosen the “deposits only” option.

3.5 – Any member who, in order for financial transactions to be valid, has chosen to carry them out through more than one representative acknowledges and agrees that the holder can access only deposit, account balance, transfer, including interinstitution transfers, and passbook updating transactions via access systems. Notwithstanding the foregoing, the member acknowledges having been informed and agrees that any transfer transaction automatically gives the holder access to cash advance transactions on the VISA² Desjardins line of credit account, in order to proceed with a transfer to an account held by the member at the Caisse and which is accessible using the card. Any member who, in order for financial transactions to be valid, has chosen to carry them out through more than one representative acknowledges and agrees that the holder can access only deposit transactions via access systems if the member has chosen the “deposit transactions only” option.

3.6 – Through all such accessible equipment, the Caisse or subsidiary shall inform the holder of the specific transactions that can be conducted on the equipment, which may vary according to the equipment used, and provide him/her with the instructions to conduct a transaction using the equipment (e.g. card and PIN, password and access code).

3.7 – The member and the holder agrees that when a contactless transaction is carried out, they bear the same responsibility as would be the case if the holder had entered their PIN in an accessible device. The caisse can refuse any contactless transaction for the purpose of sound risk management and to limit fraud. In such cases, the holder will have to present their card and enter their PIN in a point-of-sale terminal to complete the transaction.

4. INTER-INSTITUTION TRANSFER

4.1 – Only Canadian currency accounts held by the member at a Canadian financial institution and requiring only one signature may be added to the member’s file.

4.2 – The holder agrees that an inter-institution transfer may be subject to a variable freeze on funds, according to the authorized transit granted to the member by the Caisse. Thus, the Caisse may withhold these amounts while awaiting final payment by the Canadian financial institution from which the withdrawal was made.

5. CARD OWNERSHIP

Each card shall remain the property of the Caisse and may not be transferred to a third party. Upon request, it must be handed back to the Caisse, which may also withhold or cancel the card.

6. CARD LOSS OR THEFT

The member and the holder undertake to inform the Caisse or the 1 800 361 5121 service, as soon as either of them notices it, of the loss or theft of the card.

7. PIN CONFIDENTIALITY

7.1 – When choosing a PIN, the holder undertakes not to choose one that can be easily discovered (e.g. birth date, telephone number, address, postal code, social insurance number, health insurance number or driver’s licence number), in which case the holder and the member shall be deemed to have contributed to the unauthorized use of the corresponding card, if applicable.

7.2 – The holder agrees not to disclose any of his/ her PINs to anyone in any manner whatsoever, nor to write it down on one of his/her cards or on any other document, in which case the holder and the member shall assume full liability in that respect, if applicable, including liability arising from transactions carried out in contravention of an agreement the member has entered into or in a manner constituting a fraud against the member’s or the holder’s rights, for instance transactions made following fictitious deposits, up to the applicable daily limits.

7.3 – Should the member or the holder find that one of the holder’s PINs is no longer confidential or suspect a third party of knowing it, the member or the holder undertakes, so that the holder may continue to conduct secure transactions, to change it immediately in the Caisses Desjardins, Caisse populaire acadienne and Caisses populaires de l’Ontario ATM network or, if he/she is unable to do so, to notify the Caisse or the 1 800 361 5121 service.

7.4 – Any transaction carried out after such a change of PIN is no longer considered an unauthorized transaction as defined in these Terms and Conditions of Use.

8. PASSWORD CONFIDENTIALITY

8.1 – For the AccèsD service, the Caisse gives the holder a first password for each of his/her cards, which he/she must modify upon first access. The holder then undertakes not to choose a password that can be easily discovered (e.g. birth date, address, postal code, social insurance number, health insurance number or driver’s licence number), in which case the holder and the member shall be deemed to have contributed to the unauthorized use of the corresponding card, if applicable.

8.2 – The holder agrees not to disclose any of his/her passwords to anyone in any manner whatsoever, nor to write it down on any of his/her cards or on any document, in which case the holder and the member shall be presumed to have contributed to the unauthorized use of the card and shall assume full liability in that respect, if applicable, including liability arising from transactions carried out in contravention of an agreement with the member or in a manner constituting a fraud against the member’s or the holder’s rights, up to the daily withdrawal limits.

8.3 – Should the member or the holder find that one of the holder’s passwords is no longer confidential or suspect a third party of knowing any of them, the member and the holder undertake to modify it immediately, failing which the member and the holder shall be liable for any damage related to a transaction conducted with that password, if applicable.

9. CONFIDENTIALITY OF SECURITY QUESTIONS

9.1 – To configure his/her new security settings and log in to AccèsD, the holder must choose three personalized security questions and answer them. For the purposes of this document, these security questions and answers are collectively referred to as “authentication elements”.

9.2 – The holder undertakes not to disclose his/her authentication items in any way whatsoever, nor to write them down on any document that is easy to consult or that is situated near the accessible equipment, failing which the holder and the member shall assume full liability in that respect, if applicable, including liability arising from transactions carried out in contravention of an agreement with the member or in a manner constituting a fraud against the member’s or the holder’s rights, up to the daily withdrawal limits.

9.3 – Should the holder find that one of his/her authentication items is no longer confidential or suspects a third party of knowing it, he/she undertakes to modify it immediately, failing which the holder and the member shall be held liable for any damage related to a transaction conducted using the AccèsD Internet service following the opening of a new session using that authentication item.

10. CHARGES AND LIMITATIONS

10.1 – The member acknowledges that the transactions conducted with the card are subject to charges and daily withdrawal limits, including following any failure to abide by the formalities governing business firm deposit transactions, of which the member will be informed by the Caisse upon request and which the latter may modify whenever deemed appropriate. The member authorizes the Caisse to debit such charges from its folios, if required. The member may have his/her daily withdrawal limits modified by the Caisse.

10.2 – The member further agrees that transactions conducted with a subsidiary using the card are subject to charges of which it will be informed by the subsidiary upon request and which it may modify whenever deemed appropriate.

10.3 – Use of the card by the holder shall be construed as acceptance by the member and the holder of the modifications to the charges decided upon by the Caisse or the subsidiary.

10.4 – The member acknowledges that merchants and Canadian financial institutions may also set limitations applicable on transactions carried out at their respective places of businesses, including with respect to cash withdrawals.

10.5 – Direct cross-border payment: All foreign currency purchase transactions carried out with the La Populaire Business Card shall be debited in Canadian dollars at an exchange rate set by the FCDQ or its service provider at the time of processing.

11. EVIDENCE OF TRANSACTIONS

11.1 – The member and the holder acknowledge that the transaction record or the confirmation number issued by any accessible equipment constitutes evidence that the transaction carried out by the holder has been correctly registered. In the case of a card-not-present or contactless transaction, the holder agrees that the entry of the transaction on their monthly account statement will constitute proof that the transaction was carried out.

11.2 – Neither the Caisse nor the subsidiary shall be under the obligation to provide any further evidence of a transaction, unless the holder or the member requires it in order to avoid or settle a dispute, in which case the record or the confirmation number of the transaction must be provided to the Caisse or the subsidiary.

11.3 – The member and the holder acknowledge that the magnetic tape, or any equivalent information medium, on which the data related to the transactions is stored constitutes sufficient written evidence in any legal proceeding.

11.4 – The member also acknowledges that any cheque or account statement transmitted to the Caisse for the purpose of registering for the inter-institution transfer transaction has the same value as if it had been sent by mail or delivered by hand and may be used as evidence in legal proceedings as if it were the original document.

12. TRANSACTION PROCESSING SCHEDULE

The member and the holder acknowledge that the transactions carried out using a card at a Caisse will be processed according to the following conditions³:

- From Monday to Thursday before 10:30 p.m.: on the same day;
- From Monday to Thursday after 10:30 p.m.: dated as of the next day;
- From Friday to Saturday before 7:30 p.m.: dated as of Friday;
- From Saturday after 7:30 p.m. to Sunday inclusively: dated as of Monday.

13. ACCURACY OF TRANSACTIONS

The member agrees that the accuracy of transactions conducted with the card through any accessible equipment is subject to verification and authorizes the Caisse to correct its folios in case of inaccuracy or error within 10 working days of such transactions.

14. CONFIDENTIALITY

Neither the Caisse nor the subsidiary can ensure the confidentiality of the transactions made by the member and the holder if non secure equipment is used to carry out a transaction.

15. SETTLEMENT OF DISPUTES

15.1 – In case of disputes related to the use of the card, his/her access code, password or one of his/her authentication items, the member or the holder can avail themselves of the dispute settlement procedure which shall be communicated to them by the Caisse or the subsidiary.

15.2 – The member and the holder also acknowledge that any problem related to merchandise delivered or any service provided and paid for or obtained using the card or his/her access code and password shall be settled directly with the merchant or the subsidiary concerned and that the Caisse shall be relieved from any liability in that respect (e.g. interest, penalty).

16. LIABILITY

16.1 – The member and the holder acknowledge that neither the Caisse nor the subsidiary shall be held liable for damages, including monetary losses, resulting from the unavailability of the AccèsD Internet service, the impossibility of using accessible equipment as a result of malfunction, temporary non-operation, including the impossibility of displaying authentication items or misuse, or any other equipment downtime caused by acts beyond the control of the Caisse or the subsidiary, including labour disputes and equipment failure. However, the member and the holder shall not be held liable for any monetary loss attributable to technical malfunctions of the Caisse’s processing system.

16.2 – The member and the holder understand that the Caisse assumes no liability with respect to any item deposited through any accessible equipment, as long as the deposit has not been opened and its contents deposited by the Caisse in the regular course of its operations.

16.3 – The holder shall assume no liability arising from unauthorized transactions carried out with the card.

16.4 – The member undertakes to inform the Caisse or the subsidiary of any changes in identification data likely to affect transactions made with the card (e.g. address, telephone number or customer number with a product or service supplier). The member acknowledges that neither the Caisse nor the subsidiary shall be held liable for any damages resulting from any such lack of information, for instance interest or charges claimed from the member by a product or service supplier.

17. OTHER AGREEMENTS

The member acknowledges that its relationship with the Caisse and/or the subsidiary may be governed by other agreements between them. In case of any discrepancy between those agreements and these Terms and Conditions, the latter shall prevail.

18. AMENDMENTS

18.1 – The member and the holder understand that the Caisse may, without any prior notice and unilaterally, amend the present Terms and Conditions and that they will be informed of such amendments through notices posted at the various sites of accessible equipment operated by the Caisse (e.g. messages on terminals). The member and the holder may obtain a copy of the amendments or of the revised Terms and Conditions by filing a request with the Caisse.

18.2 – Every issue, replacement or reissue of a card shall be accompanied by the Terms and Conditions Governing the Use of the La Populaire Business Card.

18.3 – Any transaction made by the holder using the card following such amendments or after receipt of the Terms and Conditions Governing the Use of the La Populaire Business Card shall be construed as acceptance of said amendments and Terms and Conditions of Use by the holder and the member.

19. NOTIFICATION

Except for the notice to be given under Section 16.4, any notice to be given to the Caisse hereunder can also be given by calling 1 800 361 5121.

20. CARD CANCELLATION

20.1 – The member may at any time cancel the card and terminate this agreement by going to the Caisse and signing the appropriate form.

20.2 – The Caisse may also cancel the card at any time and terminate these Terms and Conditions, whether temporarily or definitively, in which case, it shall assume no liability for any resulting losses that may occur.

21. CHANGES TO A CARD

The member may request changes to the card to limit transactions to deposits only. The member is responsible for notifying the holder of this change. The Caisse assumes no liability whatsoever for any losses that may result from this change.

22. CODE OF PRACTICE

This agreement has been drawn up in compliance with the Canadian Code of Practice for Consumer Debit Card Services. The English version of the Code can be consulted upon request at the Caisse.

¹ This trademark is owned by the Caisse populaire acadienne ltée.
² VISA Intl/Fédération des caisses Desjardins du Québec, registered users of this trademark.
³ Except for some bill payments made at an automated teller machine.