

1. DEFINITIONS

In the present form, the following terms and expressions mean:

- **AccèsD Internet Service:** Service offered via an access system, such as a computer or smartphone, making it possible for the cardholder to carry out transactions as described in the present Terms of Use.
- **Access code:** Access code consisting of information shown on a card.
- **Access system:** ATM, point of sales terminal, Touch-Tone Phone connected to a Touch-Tone line, smartphone, computer or other device allowing the cardholder to carry out transactions with the Caisse or a subsidiary.
- **Authorized transit:** Amount set by the Caisse and up to which it accepts to refrain from withholding funds for negotiated instruments.
- **Business day:** In New Brunswick, a working day generally allocated to business operations or professional activities. Typically, does not include weekends and holidays.
- **Caisse:** Means Caisse populaire acadienne ltée.
- **Canadian financial institution:** Any Canadian financial institution other than the Caisse or a subsidiary as defined in this document.
- **Card:** Debit Card.
- **Cardholder:** Person who has obtained a card.
- **Confirmation number:** Number designated by certain access systems that confirms a transaction carried out by the cardholder using one of his/her cards.
- **Contactless technology:** Technology which allows a cardholder 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 cardholder to, for example, simply “wave” the card or an eligible mobile device for which the card has been set up, in front of an access system, without having to enter a PIN.
- **Daily limits:** Maximum limits for daily folio withdrawals made via an access system.
- **Desjardins:** Fédération des caisses Desjardins du Québec.
- **Folio:** refers to the chequing or any savings account or any account or sub account opened in relation to the folio.
- **Merchant:** Business that, through the intermediary of an access system, accepts the card as payment for products or services.
- **Password:** The cardholder’s personal and confidential password.
- **Personal phrase and image:** Phrase and image specific to the cardholder that are shown each time they log on to an AccèsD Internet session to carry out transactions.
- **Personal questions:** Three questions chosen by the cardholder, the answers to which are specific to, and known only by, the cardholder. The cardholder may be asked any of these questions when logging on to an AccèsD Internet session.
- **Personal representative:** Understood to be an attorney, agent, property guardian, legal guardian, executor, estate trustee or any person who is authorize to manage the property of the cardholder.
- **PIN:** The cardholder’s confidential personal identification number.
- **Point of sale terminal:** Electronic terminal equipped with a card reader and a keyboard, used to carry out transactions using a card.
- **Subsidiary:** Corporation controlled by the Caisse and/or Desjardins when the Caisse and/or Desjardins holds, directly or indirectly, more than 50 % of the voting rights on shares in the corporation, or can elect the majority of its directors, and, for the sole purpose of lightening the text, subsidiary also designates Desjardins and its members Caisses.
- **Terminal for making AccèsD transactions at the Caisse:** Electronic terminal with a card reader and a keyboard that is used to perform operations using a card and that is only available at the Caisse upon request.
- **Transaction record:** Record issued by some access systems that confirms a transaction carried out by the cardholder using one of his/her cards.
- **Unauthorized transaction:** Transaction carried out after:
 - i) the cardholder has reported that the card has been lost or stolen
 - ii) the card has been cancelled or has expired
 - iii) the cardholder has reported that another person may have knowledge of his/her PIN or password if, in the case of the PIN, the cardholder was unable to change it as soon as he/she suspected that a third party might have knowledge of it
 - iv) he cardholder was obliged, under threat, to give his/ her card or divulge his/her PIN or password to a third party on condition that he/she file a police complaint, that he/she inform the Caisse immediately and that he/she collaborate with any future investigation or
 - v) the cardholder’s PIN or password has been appropriated or stolen without his/her knowledge.

2. RESPECTING TERMS OF USE

- 2.1 – The cardholder acknowledges having in his/her possession one or several cards, as he/she wishes.
- 2.2 – If the cardholder has several cards linked to each of the folios that have been assigned to him/her, in the Caisse, he/she acknowledges that, unless he/she indicates otherwise, each individual card provides access via certain access systems to all folios and accounts he/she holds in the Caisse or subsidiaries.
- 2.3 – He/she also acknowledges that the use of one of his/her cards, as well as transactions carried out with it, is subject to conditions and regulations periodically enacted by the Caisse, which he/she accepts and agrees to respect, including, the terms and conditions set forth hereafter.

3. TRANSACTIONS CARRIED OUT WITH THE CARD

- 3.1 – The cardholder acknowledges that one of his/her cards may serve as an identification card at the Caisse or a Caisse affiliated with Desjardins.
- 3.2 – He/she acknowledges that his/her personal phrase, image and questions are security measures required to verify his/her identity, as well as for AccèsD Internet service, and that any procedure that involves logging on to an AccèsD Internet session must be discontinued if his/her individual phrase or image is not shown on the monitor, except for a transaction using the terminal for making AccèsD transactions at the Caisse.
- 3.3 – He/she also acknowledges that use of one of his/her cards or access codes, with the PIN or password linked to it, is equivalent to his/her authentic signature and allows him/her to carry out various transactions at the Caisse or subsidiary via access systems (e.g. access information, deposits, withdrawals, bill payments, transfers, line of credit payments, pay merchants, purchase financial products and services).
- 3.4 – Through each access system, the Caisse or subsidiary will indicate to the cardholder i) the types of transaction that may be carried out, which may vary, depending on the system used; ii) folios and accounts accessible for the purposes of carrying out transactions; iii) the instructions necessary to complete a transaction using the system (e.g. card and PIN, access code and password).
- 3.5 – The cardholder agrees that when a transaction is carried out without presenting their card (e.g., online transaction using their mobile device) or carried out as a contactless transaction, the cardholder bear the same responsibility as would be the case if they 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 cardholder will have to present their card and enter their PIN in a point-of-sale terminal to complete the transaction.

4. TRANSACTIONS CARRIED OUT BY A PERSONAL REPRESENTATIVE

When the cardholder is the personal representative of a cardholder, or of a client of a subsidiary, the cardholder or subsidiary client authorizes his/her personal representative to carry out transactions using the card, as stipulated in section 3, and thus assumes total responsibility for all transactions carried out with his/her card by his/her personal representative.

5. INTER-INSTITUTION TRANSFERS

Only those accounts that require one signature, are in Canadian currency and are held by the cardholder in a Canadian financial institution may be included in a cardholder’s file. The cardholder agrees that funds from an inter-institution transfer may be subjected to a variable freeze period, depending on the authorized transit granted to the member by the Caisse. As such, the Caisse may hold these funds while awaiting final payment from the Canadian financial institution where the withdrawal was made. Information on statement of account submitted to the inter-institution transfer service by users shall remain strictly confidential and, will only be used to add a Canadian financial institution account to users AccesD user files and complete inter-institution transfers.

6. INTER-CURRENCY TRANSFERS

When a cardholder makes an inter-currency transfer using the AccèsD Internet service, he/she is subject to the following terms:

- 6.1 – The cardholder agrees and acknowledges that the exchange rate applied to an inter-currency transfer is the exchange rate determined by Desjardins and in force at the time the cardholder confirms the transaction for the last time.
- 6.2 – The cardholder agrees and acknowledges that prior to 9:00 a.m. and after 5:30 p.m. on business days and on Saturdays, Sundays and holidays, the exchange rate applied to an inter-currency transfer may be adjusted upwards or downwards by Desjardins, at its sole discretion, and that as a result, the exchange rate may be less advantageous for the cardholder.

6.3 – The cardholder acknowledges that an inter-currency transfer can be cancelled only by an offsetting transaction. If an inter-currency transfer must be reversed, for whatever reason, the cardholder agrees and acknowledges that the exchange rate then applicable may differ from the one initially used to make the inter-currency transfer. The cardholder agrees to assume any risk associated with exchange rate changes as well as any direct or indirect loss arising from such transaction. The cardholder therefore relieves the Caisse of all liability in this matter.

7. INTERNATIONAL MONEY TRANSFERS

When a cardholder makes a money, transfer using the International Money Transfer feature available through the AccèsD Internet service, he/she is subject to the following terms:

- 7.1 – The cardholder agrees and acknowledges that he/she is solely responsible for international money transfers made on a folio using the International Money Transfer feature via the AccèsD Internet service.
- 7.2 – The cardholder agrees and acknowledges that transactions related to international money transfers, particularly foreign exchange transactions, involve risks, including a risk of loss due to foreign exchange fluctuations.
- 7.3 – The cardholder agrees and acknowledges that the execution of some transactions covered hereunder or stemming herefrom may be entrusted by the Caisse to a third party, including Desjardins and, in this capacity, for the transactions entrusted to it, this agent is bound to the same obligations and benefits from the same waivers of liability as the Caisse.
- 7.4 – The cardholder agrees and acknowledges that the exchange rate applicable to an international money transfer is the exchange rate determined by Desjardins and in force at the time the cardholder confirms the transaction and a confirmation number is issued for that transaction.
- 7.5 – Notwithstanding section 7.4 herein, the cardholder agrees and acknowledges that prior to 9:00 a.m. and after 5:30 p.m. on business days and on Saturdays, Sundays and holidays, the exchange rate applied to an international money transfer may be adjusted upwards or downwards by Desjardins, at its sole discretion, and that as a result, the exchange rate may be less advantageous for the cardholder.
- 7.6 – The cardholder agrees that the Caisse and its correspondents reserve the right to use the services of financial institutions and correspondents (hereinafter referred to as “intermediaries”) to make international money transfers, but that they cannot be held responsible for any delay or error in transmission or for any action beyond their control, including acts or omissions by correspondents, agencies or subsidiaries acting as agents.
- 7.7 – The cardholder undertakes, if applicable, to pay the fees displayed on screen at the time of any international money transfer. The cardholder agrees to have these fees and the converted amount of the international money transfer, if applicable, debited by the Caisse at the time the cardholder confirms the transaction and a confirmation number is assigned to said transaction, directly from the USD or CAD folio indicated by the cardholder.
- 7.8 – The cardholder agrees and acknowledges that the recipient may be charged fees by intermediaries to carry out the international money transfer, and that these may be deducted from the amount sent. The cardholder acknowledges that the Caisse has no control over these fees.
- 7.9 – The cardholder also acknowledges that the Caisse has no control over the exchange rates applied by the recipient’s financial institution when said financial institution is required to perform a currency conversion. The cardholder relieves the Caisse of all liability for any direct or indirect loss resulting from such a conversion.
- 7.10 – The cardholder is solely responsible for any error made during the preparation and transmission of his/her instructions regarding an international money transfer. The Caisse can therefore not be held liable for any error arising from incorrect or incomplete information provided by the cardholder.
- 7.11 – Notwithstanding section 16 herein, the cardholder agrees that international money transfers will be made according to the following terms and conditions:
Monday through Friday from 9:30 a.m. to 6:30 p.m., and this provided the international money transfer is carried out on a business day; if the international money transfer is not carried out on a business day, for example, a Canadian statutory holiday, it is processed on the next business day.
- 7.12 – The cardholder agrees that, regardless of the processing time associated with the option selected for the international money transfer, processing times may vary for reasons beyond the Caisse’s control and it therefore cannot be held liable for any damage or any direct or indirect loss arising from such a delay.
- 7.13 – If the international money transfer cannot be delivered to the recipient for reasons beyond the Caisse’s or the intermediaries’ control, the funds may be returned by the recipient’s financial institution. The cardholder agrees that fees may be debited from the amount returned by the recipient’s financial institution. The cardholder may request an investigation, via the AccèsD Internet service, if the funds have not been received by the recipient.
- 7.14 – The cardholder acknowledges that any tracing request involving an international money transfer must be made using the form designated for that purpose through the AccèsD Internet service and agrees to pay all fees related to this request.
- 7.15 – The cardholder acknowledges that a transaction limit applies to international money transfers made using the AccèsD Internet service. This daily limit is the lowest of the following three limits:
 - limit identified in the cardholder’s file at the Caisse;
 - limit authorized by the destination country;
 - limit authorized by Desjardins security services (excluding Desjardins Bank in Florida).

These limits are subject to change without notice. The cardholder will be informed of the applicable limit at the time he/she makes the international money transfer.

7.16 – The cardholder acknowledges that, notwithstanding section 7.11, an international money transfer that is confirmed by the cardholder and for which a confirmation number has been issued is presumed to have been processed and sent and that therefore said international money transfer cannot be cancelled or modified.

7.17 – In the circumstances prescribed in sections 7.13, 7.14 and 7.16 for returned international money transfers, for whatever reason, the cardholder agrees to and acknowledges that the applicable exchange rate may differ from the one initially used to make the international money transfer. The cardholder agrees to assume any risk associated with exchange rate fluctuations as well as any direct or indirect loss arising from such a transaction. The cardholder therefore relieves the Caisse of all liability in this matter.

8. ALERT SERVICE

- 8.1 – When the cardholder uses the Alert service, he/she agrees and acknowledges that incoming text message fees and any fees related to reading email on the Internet are his/her responsibility. The cardholder acknowledges that the Caisse is not liable for any loss or damage he/she may incur due to errors made while entering delivery settings or if he/she neglects to modify them in a timely manner. Moreover, the Caisse cannot be held liable for any loss the cardholder may incur if, despite alerts sent to him/her, he/she does not take appropriate measures in a timely manner.
- 8.2 – The Caisse is also not responsible for any text message transmission or delivery error made by the cardholder’s mobile or Internet service provider. The cardholder is responsible for protecting the privacy of alerts sent to him/her.

9. INFORMATION ABOUT INSTABALANCE AND HOP ’N S@VE

Hop ’n S@ve and InstaBalance are available in the mobile services app. Once you set the tools up on your mobile device, you won’t have to log in again to use some of the features or access certain information. Hop ’n S@ve and InstaBalance are also available on a compatible smartwatch connected to your mobile device. When setting up these tools, mobile services users agree to read the advice provided at www.uni.ca/security, and to protect their mobile devices and compatible smartwatches. Users acknowledge that the Caisse cannot be held liable for damages, including loss of confidentiality of their information or monetary losses, resulting from the loss or theft of their mobile device or compatible smartwatch.

The information displayed by InstaBalance does not take into account the balance available, limits or any other amount withheld or frozen in the account or folio in question. Consequently, the Caisse cannot be held liable for any direct or indirect damage resulting from operations or transactions carried out based on information provided by InstaBalance.

10. STOP PAYMENT

When making a stop payment via AccèsD Internet or AccèsD mobile, the Cardholder is subject to the following terms of use:

- 10.1 – Stop payments can only be carried out on a cheque or a pre-authorized payment (also called “pre-authorized debit” and “pre-authorized withdrawal”).
- 10.2 – Cardholders cannot use AccèsD Internet or AccèsD mobile to place a stop payment on a cheque drawn on a line of credit.
- 10.3 – Stop payments cannot be placed on certified cheques.
- 10.4 – The Cardholder understands that a stop payment cannot be carried out on a cheque or pre-authorized payment that has already been paid.
- 10.5 – Stop payments on pre-authorized payments, and any changes to the stop payment, take effect the same day if they’re placed by 4:00 p.m. If the stop payment or change is made after 4:00 p.m., it will take effect the next day.
- 10.6 – Stop payments on cheques take effect the day they are placed.

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10.7 – Stop payment fees will be debited from the account on which the cheque was drawn, or from which the pre-authorized payment was to be paid. If the account balance is too low to cover these fees, the stop payment will not be carried out.

10.8 – Stop payments cannot be placed on loan payments for any loan whatsoever held at a caisse.

10.9 – Stop payments on cheques remain in effect for 190 after the cheque date, unless the Cardholder revokes it or the Caisse deletes it after it is processed.

10.10 – Stop payments on a single pre-authorized payment remain in effect for 372 days after the stop payment order was placed, unless it is executed according to the Cardholder's instructions or the Cardholder revokes it.

10.11 – Stop payments on several pre-authorized payments will remain in effect for 372 days after the stop payment is placed, unless the Cardholder revokes it.

10.12 – The Cardholder acknowledges that the Caisse cannot be held liable for any loss or damage the Cardholder may suffer if the information contained in the stop payment order is incorrect or incomplete.

10.13 – The Cardholder releases the Caisse from any liability it might incur by stopping payment on a cheque or pre-authorized payment as instructed by the Cardholder.

10.14 – The Cardholder acknowledges that the Caisse cannot be held liable in if the payment is made despite the stop payment order, unless the payment results from gross negligence on the part of the Caisse.

10.15 – If a stop payment is revoked, the Cardholder acknowledges that the Caisse cannot be held liable if the payment isn't made, despite the request to revoke the stop payment, unless this non-payment results from gross negligence on the part of the Caisse.

10.16 – For pre-authorized payments, these terms of use do not in any way affect the cancellation rules applicable to pre-authorized debits made in compliance with the Canadian Payments Association Rule H1. The Cardholder must visit www.payments.ca or refer to the PAD Agreement signed with the product and services provider to learn about their rights

11. CARD OWNERSHIP

Each card remains the property of the Caisse and may not be transferred to a third party. On request, cards must be returned to the Caisse, which may also retain or cancel them.

12. LOST OR STOLEN CARDS

As soon as a cardholder becomes aware of the loss or theft of a card, he/she agrees to notify the Caisse or 1 877 722-2343.

13. PIN CONFIDENTIALITY

13.1 – If the cardholder chooses a PIN, he/she agrees not to choose one that may be easily discovered (e.g. date of birth, phone number, address, postal code, social insurance number, health insurance or driver's licence number), otherwise, it will be assumed that he/she contributed to the unauthorized use of the corresponding card, if applicable.

13.2 – The cardholder agrees not to divulge any of his/her PINs to anyone, in any way whatsoever, and not to write the PIN on any of his/her cards, nor on any document that may be easily consulted, in which case it shall be presumed that he/she contributed to the unauthorized use of his/her card and shall be held liable, if applicable, for any transactions carried out in violation of an agreement concluded with him/her, or in a manner that constitutes a fraudulent act related to his/her rights, such as a transaction carried out following a fictitious deposit, up to the daily withdrawal limits.

13.3 – Should the cardholder become aware of the loss of confidentiality of his/her PIN, or suspect that a PIN is known by a third party, he/she agrees, for the purposes of continuing to carry out secure transactions, to change it immediately within the Caisse Desjardins, New Brunswick and Caisse populaires de l'Ontario ATM network or, should this be impossible, to notify the Caisse or 1 877 722-2343. All transactions carried out after such a PIN change do not meet the definition of "unauthorized transaction", as defined in the present Terms of Use.

14. PASSWORD CONFIDENTIALITY

14.1 – The Caisse will allocate one initial password per card which the cardholder must change the first time he/she uses the card(s). The cardholder agrees not to choose a password that may be easily discovered (e.g. date of birth, phone number, address, postal code, social insurance number, health insurance or driver's licence number), otherwise it shall be presumed that he/she contributed to the unauthorized use of the corresponding card, if applicable.

14.2 – The cardholder agrees not to divulge any of his/her passwords to anyone in any way whatsoever, and not to write them on any of his/her cards nor on any document that may be easily consulted, in which case it shall be presumed that he/she contributed to the unauthorized use of his/her card and shall be held liable if applicable, for any transactions carried out in violation of an agreement concluded with him/her, or for any fraudulent act related to his/her rights, up to the daily withdrawal limits.

14.3 – Should the cardholder become aware of the loss of confidentiality of his/her password(s) or suspect that a password is known by a third party, he/she agrees to change the password(s) immediately or, otherwise, he/she shall be held liable for any damage(s) occurring as the result of any transactions carried out with this password

15. CONFIDENTIALITY OF PERSONAL PHRASE, IMAGE AND QUESTIONS

15.1 – To configure his/her new security settings and log on to an AccèsD Internet session, the cardholder must choose a personal phrase, then memorize the image randomly assigned to him/her. The cardholder may later change this image. The cardholder must also choose three personal questions and answer them. For the purpose of this document, the personal phrase, image, questions and answers are collectively known as "authentication elements".

15.2 – The cardholder agrees not to divulge any of his/her authentication elements to anyone, in any way whatsoever, nor to write them on any document that may be easily consulted, nor leave them near any access system, in which case he/she will be held liable, including for any transactions carried out as a result of and in violation of an agreement concluded with him/her, or for any fraudulent act relating to his/her rights, up to the daily withdrawal limits.

15.3 – If, while connecting to the AccèsD Internet service, except for a transaction using the terminal for making AccèsD transactions at the Caisse, or to a service that the cardholder believes to be the AccèsD Internet service, the cardholder notices that his/her personal phrase or image is not displayed, he/she agrees not to continue the connection process, nor to enter his/her password, and to inform the Caisse or the AccèsD Internet service at 1 877 722-2343.

15.4 – Should the cardholder become aware of the loss of confidentiality of any of his/her authentication elements, or suspect that these elements are known by a third party, he/she agrees to change the elements immediately, otherwise, he/she shall be held liable for any damages occurring as the result of any transactions carried out via the AccèsD Internet service following a session opened using these authentication elements.

16. FEES AND LIMITS

16.1 – The cardholder agrees that any transactions that are carried out using one of his/her cards are subject to fees and daily limits. The cardholder also accepts that the card is subject to other fees, such as fees for replacing or issuing an additional card. The Caisse shall communicate the nature of these fees and limits upon request and may change them at any time. Where applicable, the cardholder authorizes the Caisse to deduct fees from his/her folio(s). The cardholder may request that the Caisse change his/her daily withdrawal limits. The Caisse may accept or refuse the cardholder's request at its sole discretion.

16.2 – The cardholder agrees that deposits made using one of his/her cards are subject to an authorized transit.

16.3 – The cardholder also accepts that transactions that are carried out at a subsidiary with one of his/her cards are subject to fees. The subsidiary shall communicate these fees upon request and may change them at any time.

16.4 – A cardholder's use of the card shall indicate his/her acceptance of changes to the fees and conditions as decreed by the Caisse and/or subsidiary.

16.5 – The cardholder acknowledges that merchants and Canadian financial institutions may also impose limits on transactions carried out at their respective businesses, particularly in regards to cash withdrawals.

16.6 – Cross-border debit transactions: Any foreign currency purchases made using the Debit Card shall be debited in Canadian funds, the conversion of which will be made using the exchange rate set by Desjardins, or its service provider, at the time of the transaction. Foreign currency conversion fees of 2,5 % will be applied to foreign currency transaction amounts converted to Canadian dollars.

17. TRANSACTION CONFIRMATION

17.1 – The cardholder acknowledges that the transaction record or the confirmation number issued by the access system constitutes proof that the transaction that he/she carried out was recorded correctly. In the case of a card-not-present or contactless transaction, the cardholder agrees that the entry of the transaction on their account statement will constitute proof that the transaction was carried out.

17.2 – Neither the Caisse nor the subsidiary is obligated to provide other proof of the transaction, unless the cardholder requires it to prevent or settle a dispute and, in this case, he/she shall provide the Caisse or subsidiary with a transaction record or transaction confirmation number. The cardholder then accepts that the magnetic strip, or its equivalent, on which data relating to the transactions carried out have been recorded, constitutes written proof sufficient for any legal proceeding.

17.3 – The cardholder acknowledges that any cheque or account statement sent to the Caisse for the purposes of registering the cardholder for the inter-institution transfer feature has the same value as an original document sent by post, or hand delivered, and is admissible as proof in any legal proceeding.

18. TRANSACTION PROCESSING HOURS

The cardholder accepts that the transactions carried out at the Caisse, using one of his/her cards shall be processed as follows¹:

- from Monday to Thursday before 10:30 p.m.: on the same day;
- from Monday to Thursday after 10:30 p.m.: dated the following day;
- from Friday to Saturday before 7:30 p.m.: dated Friday's date;
- from Saturday after 7:30 p.m. to Sunday inclusively: dated Monday's date.

19. TRANSACTION ACCURACY

19.1 – The cardholder accepts that the accuracy of transactions carried out using one of his/her cards via any access system is subject to verification and he/she authorizes the Caisse to proceed with any rectification of the folio(s) associated with one of his/her cards, in the event of an inaccuracy or error, within ten (10) business days following such transactions. The cardholder accepts, in addition, that the accuracy of transactions carried out at a subsidiary using one of his/her cards via any access system, is subject to verification and agrees that the subsidiary may, in the event of an inaccuracy or error, correct these transactions within ten (10) business days of said transactions.

19.2 – The cardholder agrees to promptly verify all entries in his/her passbook or account statement and to notify the Caisse of any errors, omissions, mistakes or other irregularities within thirty (30) days of updating his/her passbook or receiving his/her account statement. Online statements are deemed to have been received the day after the end of the statement period.

20. CONFIDENTIALITY

Neither the Caisse nor a subsidiary can ensure the confidential nature of transactions carried out by the cardholder using a non-secure system.

21. EMAIL ADDRESS AND TEXT MESSAGES

If the cardholder must provide his/her email address or other contact information to access or to use certain AccèsD Internet features (e.g. to receive text messages), this information is used by the Caisse only to effectively provide the feature and, subject to applicable laws and prior consent of the cardholder, is never shared with third parties.

22. DISPUTE SETTLEMENT

22.1 – The cardholder may, in the event of a dispute in connection with the use of one of his/her cards, his/her access code, his/her password or any of his/her authentication elements, have recourse to a dispute settlement procedure, information for which may be obtained upon request at the Caisse or the subsidiary concerned.

22.2 – Furthermore, he/she accepts that any problem related to merchandise delivered or services provided and paid for using one of his/her cards or access code and password is to be settled directly with the merchant or subsidiary concerned and that the Caisse is free of any responsibility in this respect (e.g. interest, penalties).

23. LIABILITY

23.1 – The cardholder recognizes that neither the Caisse nor the subsidiary can be held responsible for damages, including monetary losses, arising from the unavailability of AccèsD Internet service, the impossibility of using an access system due to a malfunction, temporary downtime including the inability to display the authentication elements, misuse, or any other service interruption of such systems that may be caused by actions beyond the control of the Caisse or subsidiary, including labour disputes and equipment failure. However, the cardholder shall not be held responsible for monetary losses resulting from technical malfunctions of the Caisse computer system.

23.2 – When unauthorized transactions are carried out using the cardholder's card, the cardholder shall not be held liable for those transactions.

23.3 – The cardholder agrees to notify the Caisse or subsidiary of any changes to his/her personal information that could affect the transactions carried out using one of his/her cards (e.g. address, phone number, or client number, in the case of a supplier of services or products). The cardholder acknowledges that the Caisse or subsidiary cannot be held responsible for damages ensuing from his/her failure to provide updated information, such as interest charges or fees sent to the cardholder by a supplier of products or services.

24. OTHER AGREEMENTS

The cardholder acknowledges that his/her relationship with the Caisse and/or subsidiaries may be governed by other agreements to which they may be party. In the event of a discrepancy between those agreements and these terms, these terms shall prevail.

25. CHANGES TO THE PRESENT TERMS

25.1 – The cardholder acknowledges that the Caisse may, unilaterally and without prior notice, change these present terms and provide notification of that fact by posting notices at various access system locations managed by the Caisse or distributing them via said access systems (e.g. sending a message, notice in message box) or through other means. The cardholder may obtain a copy of said notice or of the revised terms upon request at the Caisse. A copy of the amended terms are available on www.uni.ca/TermsOfUse

25.2 – The updated Terms of Use for the Debit Card are included each time a card is issued or replaced.

25.3 – Transactions carried out by the cardholder using one of his/her cards after changes to or after receipt of the Terms of Use for the Debit Card constitutes acceptance of those changes and Terms of Use.

26. APPLICATION OF THE PRESENT TERMS TO ALL DEBIT CARDS

These Terms of Use for the Debit Card, as they may be amended from time to time, also apply to any replacement cards.

27. NOTICE

With the exception of notices that must be sent in accordance with the last paragraph of section 24, any notice needing to be sent to the Caisse in accordance with the terms of this agreement may also be communicated by calling 1 877 722-2343.

28. CARD CANCELLATION

The cardholder may cancel one of his/her cards and terminate this agreement at any time by contacting the Caisse. The Caisse may also cancel a card it has issued and terminate this agreement, temporarily or definitively, in which case it will not be held responsible for any losses resulting from this action.

29. CODE OF PRACTICE

This agreement was drafted in keeping with the Canadian Code of Practice for Consumer Debit Card Services. A copy of the Code is available upon request from the Caisse.

¹ With the exception of stop payments made on cheques and pre-authorized payments, and some bill payments made at ATMs.