

**IMPORTANT** Please read this document carefully and keep it for reference purposes. EFFECTIVE JUNE 14, 2020.

**CARDHOLDER AGREEMENT FOR THE FOLLOWING CARD:** DESJARDINS FLEXI VISA

**Desjardins credit card: Flexi Visa**

INFORMATION BOX — CARDHOLDER AGREEMENT FOR USING A CREDIT CARD WITH A VARIABLE RATE

<b>Approved credit limit</b>	The approved limits for your credit card are included in the document that you received with your new credit card.		
<b>Initial annual credit rate</b>	<b>10.90%</b> for regular purchases. <b>10.90%</b> for cash advances. These rates may be changed (see next section). Rate of up to <b>19.90%</b> maximum may apply to Accord D financing, depending on the terms agreed upon at the time of financing.		
<b>Annual credit rate that applies if we don't receive your minimum payment by the due date</b>	<b>19.90%</b> . This rate applies to your balance if we do not receive your minimum payment by the due date indicated on your account statement. This rate will apply until you pay the minimum amount due, as well as any amounts that are past due.		
<b>Grace period</b>	<b>25 days</b> If you pay the total balance on your statement in this time, we will not charge interest fees on this amount. We calculate this grace period starting from the date the statement is issued. <b>Exception: No grace period for cash advances</b> We charge interest on cash advances starting on the transaction date. The following transactions are considered cash advances: withdrawals at ATMs or at a caisse, cheques, overdraft transfers, etc.		
<b>Minimum payment for each billing period</b>	Your minimum payment will be whichever is higher: <ul style="list-style-type: none"> <li>• <b>5%</b> of your total balance of regular purchases, cash advances and the interest calculated on this balance</li> </ul> Or <ul style="list-style-type: none"> <li>• <b>\$10</b></li> </ul> Plus any amounts due for Accord D financing (for example, monthly instalments) and any past due amounts.		
<b>Other fees</b>	<b>Annual fees</b>	<b>Primary card</b>	<b>Additional card</b>
	<b>Flexi Visa</b>	No fee	No fee
	<b>Conversion fees on transactions in foreign currency</b> If transactions in a foreign currency are charged to your account, we will convert them into Canadian dollars. The following fee will apply: <b>2.50%</b> of the transaction amount, after it has been converted into Canadian dollars. For example, if a U.S. dollar transaction is converted into <b>\$100</b> in Canadian dollars, you would be charged <b>\$2.50</b> . We apply the exchange rate in effect on the transaction date. This rate is set by the credit card payment network.		

This table does not contain all of the information about your credit card. See your credit card contract for more information.

20709A (2020/06)

For the purposes of this Agreement, the cardholder and additional cardholder(s) are collectively designated by the term "the cardholder". When the cardholder is issued a Visa Desjardins card by the Fédération des caisses Desjardins du Québec («Desjardins») and signs the Visa Desjardins card bearing his name, uses it for the first time or authorizes its use by a third party, he accepts the Cardholder Agreement ("The Agreement") and any other accompanying documentation. The cardholder agrees to be liable for any indebtedness incurred through the use of the Visa Desjardins card, and if the cardholder is comprised of more than one person, each person, including any of their heirs, legatees and assigns, shall be jointly and severally liable. This acceptance also signifies the cardholder's acknowledgment of the request for the issuance of a Visa Desjardins card, regardless the form of signature used.

**1. DEFINITIONS**

In this Agreement, the following terms shall have the following meanings:

**access card:** a debit card that is issued by a financial institution and is subject to the terms and conditions applicable to the use of access cards;

**accessible device:** automated teller machine, point-of-sale equipment, Touch-Tone telephone, computer, eligible mobile device for the Desjardins mobile payment service or any other device enabling a Visa Desjardins cardholder to carry out transactions with the Visa Desjardins card;

**Accord D financing:** deferred payment financing, equal instalment financing, deferred equal instalment financing, multiple purchases by equal instalments, cash advance by equal instalments or an RRSP financing made with the card.

**balance of multiple purchases:** the total of multiple purchases made within a deferred payment period - multiple purchases;

**balance transfer:** cash advance requested by the cardholder to settle the unpaid balance on the cardholder's credit card account with a financial institution other than Desjardins, and which is credited directly by Desjardins to the other account;

**cash advance:** an advance of cash which can be obtained using the Visa Desjardins card and Visa Desjardins PIN or, where applicable, a Desjardins access card used at automated teller machines. Unless stipulated to the contrary, any reference in this Agreement to a cash advance also refers to an overdraft cash advance, a cheque and a balance transfer;

**cash advance by equal instalments<sup>1</sup>:** a cash advance obtained with a Visa Desjardins card accompanied by a credit refundable by monthly equal and consecutive instalments determined when the advance is made;

**cheque:** a cheque drawn on the account of the Visa Desjardins cardholder;

**contactless technology:** technology identified as Visa payWave which allows a cardholder to make a payment using the Visa Desjardins card at participating merchants for maximum purchases between **\$50** and **\$250** based on merchant specifications; the transaction is carried out by simply

"waving" the Visa card or eligible mobile device in front of the point-of-sale equipment, without having to sign a transaction slip or enter a Visa Desjardins PIN in an accessible device;

**deferred equal instalment financing:** purchase by deferred payment financing that, starting from the end of the deferred payment period determined at the time of purchase, is payable by equal and consecutive monthly instalments determined at the time of purchase;

**deferred payment financing:** purchase of a good or service using the Visa Desjardins card, for which repayment is deferred at the time of purchase for a specific time period indicated on the account statement;

**deferred payment period – multiple purchases:** the period determined by the cardholder and the merchant within the context of multiple purchases by equal instalments during which the cardholder may make more than one purchase with the Visa Desjardins card without having to pay credit charges;

**deferred payment period – RRSP financing:** period determined by the cardholder among those offered by Desjardins, where applicable, beginning upon the disbursement of an RRSP financing and during which only credit charges on the RRSP financing are payable by the cardholder;

**Desjardins mobile payment service:** a service that uses contactless technology to allow the cardholder to carry out transactions with an eligible mobile device;

**eligible mobile device:** mobile device that meets Desjardins's requirements and onto which the Desjardins mobile payment service application may be downloaded;

**equal instalment financing:** the purchase of a good or service using the Visa Desjardins card which is repayable by way of equal and consecutive monthly instalments determined at the time of purchase;

**financial institution:** the Caisse Desjardins Ontario Credit Union Inc. or the Caisse populaire acadienne ltée;

**folio:** the folio assigned to the cardholder by his financial institution, as designated during his application for the overdraft transfer service;

**interest rate:** the rate used to calculate credit charges;

**multiple purchases by equal instalments:** multiple purchases of goods or services made during a deferred payment period - multiple purchases by means of a Visa Desjardins card, for the accomplishment of a specified project, for which the amount is repayable by way of equal and consecutive monthly instalments determined at the end of the deferred payment period multiple purchases;

**online account statement:** an account statement the cardholder can visualize through a WEB site or an application authorized by Desjardins;

**overdraft cash advance<sup>2</sup>:** cash advance on the Visa Desjardins card to cover any transaction on the said account when the balance available in the holder's PC account is insufficient;

**overdraft transfer<sup>2</sup>:** service offered with the Visa Desjardins card whereby the cardholder authorizes his financial institution to draw an overdraft cash advance on his Visa account to cover, when the balance available on his PC account is insufficient, any transaction on the said account, regardless of the

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nature of the transaction (withdrawal, cheque, bill payment, transfer, etc.), without exceeding **\$5,000** per day;

**PC account:** personal chequing account held by the cardholder at his financial institution as designated in his application for overdraft transfer;

**point-of-sale equipment:** electronic terminal equipped with a card reader and a keyboard to carry out transactions with a Visa Desjardins card (e.g.: point-of-sale terminal);

**regular purchase:** the purchase of a good or service using the Visa Desjardins card or the Desjardins mobile payment service, other than deferred payment financing, equal instalment financing, deferred equal instalment financing or multiple purchases by equal instalments;

**RRSP financing<sup>4</sup>:** advance of cash obtained using the Visa Desjardins card for the purchase of a Desjardins RRSP product, for which payments of capital and credit charges may begin following a deferred capital payment period at the cardholder's request. During this deferred capital payment period, only the credit charges are payable. At the end of the deferred capital payment period, payments of capital and credit charges are refundable by way of equal and consecutive monthly instalments determined at the time the RRSP financing is made. If the deferred capital payment period is not requested, the RRSP financing is refundable by way of equal and consecutive monthly instalments determined at the time the RRSP financing is made, in the same manner as a cash advance by equal instalments;

**signature:** the method used by the cardholder to indicate his consent, regardless whether that indication be handwritten, electronic or verbal;

**transaction record:** record given by certain accessible devices confirming a transaction made by the cardholder with his Visa Desjardins card or Desjardins mobile payment service;

**unauthorized transaction:** transaction made after **1)** the cardholder has reported his Visa Desjardins card or eligible mobile device lost or stolen; **2)** the card has been cancelled or declared expired; **3)** the cardholder, pursuant to this Agreement, has reported that another person may be aware of his Visa Desjardins PIN; **4)** the cardholder was forced, under threat, to hand over his eligible mobile device or Visa Desjardins card or to give his Visa Desjardins PIN to a third party, subject to the cardholder filing a complaint with the police authorities, notifying Desjardins forthwith and collaborating with any subsequent investigation or **5)** the cardholder had his Visa Desjardins PIN stolen without his knowledge;

**Visa Desjardins card:** any Visa credit card issued by Desjardins to the cardholder or a third party authorized by the cardholder, the use of which is governed by this Agreement and by any agreement amending or superseding this Agreement hereof;

**Visa Desjardins PIN:** a personal and confidential identification number the cardholder must use with his Visa Desjardins card; for the purposes of this Agreement, it is agreed that the Visa Desjardins PIN is personal, confidential and distinct for each cardholder and each of the joint cardholders.

## 2. USE OF CREDIT

The cardholder agrees that the Visa Desjardins card allows its cardholder to obtain credit:

- a) for the payment of a regular purchase or in the form of cash advances or by using a cheque;
- b) for equal instalments financing, deferred equal instalments financing, multiple purchases by equal instalments, a deferred payment financing, a cash advance by equal instalments or an RRSP financing. The withdrawal by the cardholder of amounts deposited in his folio at his financial institution signifies his acknowledgment of the transaction, regardless the form of signature used to obtain the cash advance by equal instalments or the RRSP financing;
- c) by any other means Desjardins may establish.

The cardholder may draw a cheque for any amount up to his available Visa Desjardins credit limit. Cheques may not be used to make payments on the cardholder's account. The cardholder may not draw a cheque if the minimum payment has not been made on the account by the due date indicated on the account statement under the Minimum Payment Due heading. The Visa Desjardins card may not be used for illicit purposes.

Desjardins reserves the right to suspend use of the Visa Desjardins card without notice if it suspects any form of illicit, unauthorized or fraudulent use of said card.

## 3. MAXIMUM AMOUNT OF CREDIT

Any use of credit established in Section 2 is subject to a credit limit, which is indicated on the document to which your card is attached at the time of receipt and on your account statement.

Either limit may be increased, at the discretion of Desjardins, upon request from the cardholder, or decreased if Desjardins deems it appropriate after analyzing the cardholder's file. Any cash advance, cheque or purchase which results in the applicable credit limit being exceeded shall in no way be regarded as a request to increase the credit limit. Any cash advance, cheque or regular purchase that results in your credit limit being exceeded may be temporarily authorized by Desjardins, without any obligation on its part, and cannot, in any case, be regarded as a request to increase your credit limit, nor can it result in such an increase of your credit limit. The cardholder is liable for the entire balance, whether or not it exceeds the credit limit. The cardholder agrees to repay forthwith on demand any amount that exceeds the credit limit.

## 4. ANNUAL FEES

There is no annual fee for the Desjardins Flexi Visa card or for each additional card.

## 5. ACCOUNT STATEMENT PERIOD

One or more account statements in paper or electronic format will be sent on a monthly basis to the cardholder.

It is the cardholder's responsibility to ensure that a monthly statement has been received each month. If the cardholder does not receive such

statement, he must immediately contact Desjardins. Desjardins shall not be responsible if, for any reason, the cardholder does not receive the account statement or any other communication sent to the address, or any other contact information, as shown in its records. It is the cardholder's responsibility to promptly advise Desjardins of any change of address in order to ensure that monthly statements are delivered to the appropriate address. The cardholder remains responsible for the payment even if he does not receive a statement or receives it late.

## 6. MINIMUM PAYMENT FOR EACH BILLING PERIOD

The cardholder shall repay to Desjardins all indebtedness incurred through the use of the Visa Desjardins card or the Desjardins mobile payment service as well as applicable credit charges on such indebtedness, in accordance with the terms and conditions of this Agreement. The cardholder shall pay in one payment, by no later than the due date shown on the account statement for a given period, the aggregate of the following:

- a) at least **5%** OF THE TOTAL of the following **1)** the indebtedness remaining on the account statement for the previous period; **2)** the regular purchases during the period covered by the account statement; **3)** the cash advances obtained and cheques posted during the period covered by the account statement; **4)** the applicable credit charges on indebtedness that was not paid on the due date shown on the account statement for the previous period; and **5)** the applicable credit charges on cash advances obtained and cheques posted during the period covered by the account statement; LESS **6)** the payments received since the date of the account statement for the previous period; and **7)** the amount of any transaction that has led to a credit adjustment during that period; or **\$10**, if **5%** of the previously determined amount is less than **\$10**; and
- b) the monthly instalment(s) payable for the period covered by the account statement in respect of purchases made by way of equal instalment financing, multiple purchases by equal instalments, deferred equal instalment financing, cash advances by equal instalments and RRSP financing; and
- c) any amounts payable on the date of the account statement in respect of deferred payment financing; and
- d) any unpaid portion of the amount required to be paid by the payment due date set out in a previous account statement; and
- e) any other amount for which Desjardins gives notice to the cardholder requiring payment.

The first monthly instalment for purchases made by way of equal instalments financing, cash advances repayable by equal instalments and RRSP financing will be billed on the first Visa Desjardins account statement issued following the transaction. The first monthly instalment for purchases payable by deferred equal instalments financing will be billed on the first statement issued following the end of the deferred payment period determined at the time of purchase. The first monthly instalment for multiple purchases repayable by equal instalments will be billed on the first Visa Desjardins account statement issued after the deferred payment period—multiple purchases. The remaining monthly instalments will be billed on subsequent consecutive account statements. The outstanding principal amount and any credit charges relating to deferred payment financing, equal instalment financing, multiple purchases by equal instalments, deferred equal instalment financing, cash advances by equal instalments and RRSP financing may be prepaid in whole or in part prior to the due date, without penalty.

The cardholder must choose a payment method which results in the cardholder's payment being received by Desjardins on or before the payment due date, even if the cardholder's payment due date falls on a weekend or a holiday.

## 7. APPLICATION OF PAYMENTS

Payments are used to cover, in this order: **1)** credit charges posted to the account statement; **2)** monthly instalments posted to the account statement for equal instalment financing, deferred equal instalment financing, multiple purchases by equal instalments, cash advances made under the equal instalments program and RRSP financing; **3)** cash advances, cheques and regular purchases posted to the account statement, in decreasing order of applicable annual interest rate; **4)** cash advances and cheques that have not yet been posted to the account statement, in decreasing order of applicable annual interest rate; **5)** regular purchases that have not yet been posted to the account statement.

In the event that Desjardins incurs any legal fees pursuant to this Agreement, such fees will be charged after credit charges. In such case, the cardholder agrees to pay to Desjardins all solicitor and client legal costs (on a full indemnity basis) incurred in collecting or attempting to collect a required payment, costs that may be awarded as a result of a Court proceeding, as well as the costs incurred by Desjardins because a cheque or other instrument of payment given by the cardholder has been dishonoured.

## 8. TERMS OF PAYMENT

If the cardholder pays in full the total indebtedness on the account statement within **25** days from the issuance date of the monthly statement, the cardholder will not incur credit charges, except on cash advances and cheques.

## 9. INTEREST RATES AND CALCULATION OF CREDIT CHARGES

a) **Regular purchases:** credit charges shall not apply to regular purchases appearing on the account statement provided that the balance of all indebtedness and accrued credit charges is paid in full by the due date shown on the account statement. Otherwise, credit charges are charged on regular purchases appearing on the account statement based on the average daily balance from the date of each purchase until the purchases are paid in full, at the annual interest rate in effect for the period covered by the account statement. However, if the total balance outstanding indicated

on a subsequent account statement is paid in full by the due date shown, purchases not yet paid shall be exempt from credit charges for the period for which full payment has been made.

Annual interest rate: **10.90%**

- b) Cash advances (except balance transfers and cheques):** all cash advances are subject to credit charges calculated on the average daily balance from the date they are made, at the annual interest rate in effect for the period covered by the account statement.

Annual interest rate: **10.90%**

- c) Cash advances by equal instalments:** cash advances by equal instalments are subject to credit charges calculated from the date they are posted to the account statement to the date they are paid in full, at the annual interest rate in effect for the financing plan offered by Desjardins and chosen by the cardholder.

Annual interest rate: based on the financing plan offered by Desjardins and chosen by the cardholder, up to a maximum of **19.90%**.

- d) RRSP financing:** RRSP financing is subject to credit charges calculated from the date it appears on the account statement to the date it is paid in full, at the annual interest rate in effect for the financing plan offered by Desjardins and chosen by the cardholder. During a deferred payment period – RRSP financing, only credit charges are payable. At the end of the deferred payment period – RRSP financing, payments of principal and credit charges are payable as determined at the time the RRSP financing was made.

Annual interest rate: based on the financing plan offered by Desjardins and chosen by the cardholder, up to a maximum of **19.90%**.

- e) Deferred payment financing:** credit charges on purchases made by way of deferred payment financing are calculated from the payment due date shown on the account statement, until such purchases are paid in full. If the total amount of a purchase made by way of deferred payment financing is not paid in full on the due date shown on the account statement, it is automatically converted into a purchase by way of equal instalments financing, repayable by equal consecutive monthly payments (“converted balance”) as to principal and credit charges at the annual interest rate for the equal instalments financing plan offered by the merchant in effect at the date of conversion, by way of **12** equal monthly balance if the converted balance is less than **\$1,000**, by way of **24** equal monthly payments if the converted balance is equal to or greater than **\$1,000** and less than **\$3,000**, or by way of **36** equal monthly payments if the converted balance is equal to or greater than **\$3,000**. Notice to this effect showing the number of payments and the monthly amount of the converted balance resulting from the conversion from deferred payment financing to equal instalments financing will be sent to the cardholder at least **30** days before the first payment due date. If, between the notice date and the due date shown on the account statement, the cardholder makes a partial payment only of a purchase made by way of deferred payment financing, the unpaid balance of such deferred purchase will be payable according the monthly amount set for the converted balance as shown on the notice until the balance is paid in full.

Annual interest rate: in accordance with the rate applicable to the equal instalment financing plan in effect on the conversion date, up to a maximum of **19.90%**.

- f) Equal instalment financing:** purchases by equal instalments are subject to credit charges calculated starting from the date they are posted to the account statement until they are paid in full, at the annual interest rate in effect for the financing plan offered by the merchant.

Annual interest rate: in accordance with the financing plan offered by the merchant, up to a maximum of **19.90%**.

- g) Deferred equal instalment financing:** purchases by deferred equal instalment financing are subject to credit charges calculated from the end of the deferred payment period determined at the time of purchase and shown on the account statement until such time as purchases are paid in full, at the annual interest rate in effect for the financing plan offered by the merchant.

Annual interest rate: in accordance with the financing plan offered by the merchant, up to a maximum of **19.90%**.

- h) Multiple purchases by equal instalments:** multiple purchases by equal instalments are subject to credit charges calculated from the end of the deferred payment period until they are paid in full, at the annual interest rate in effect for the financing plan offered by the merchant.

Annual interest rate: in accordance with the financing plan offered by the merchant and the total amount of multiple purchases made during the deferred payment period–multiple purchases, up to a maximum of **19.90%**.

- i) Cheques and balance transfers:** all cheques and balance transfers are subject to credit charges based on the daily average balance of the cheques and balance transfers, starting from the date the cheque is cashed or the balance is transferred, at the annual interest rate in effect for the period covered by the account statement.

Annual interest rate: **10.90%**. If the cheques provided to the cardholder or Desjardins’s balance transfer offer provides for the application of a lower annual interest rate, this other rate will apply to the cheques and balance transfers only during the period indicated by Desjardins to the cardholder (the “promotional period”). At the expiry of the promotional period, the

applicable annual interest rate returns to **10.90%**.

In all cases, any reversal of payment and any dishonoured payment made by cheque or by preauthorized debit will generate credit charges at the applicable rate as established in this section as if the payment had never been made.

The cardholder understands that any payment he makes that creates a credit balance on his Visa Desjardins account will not bear interest and will not be insured by any governmental deposit insurance agency.

**TABLE OF EXAMPLES OF CREDIT CHARGES  
FOR A 30 DAY BILLING CYCLE**

	ANNUAL INTEREST RATE	AVERAGE DAILY BALANCE		
		\$100	\$500	\$1,000
Regular Interest Rate	10.90%	\$0.90	\$4.48	\$8.96
Cash advance	19.90%	\$1.64	\$8.18	\$16.36

## 10. LATE PAYMENT CHARGES

If the cardholder fails to make the minimum payment required on the due date shown on the account statement under the heading Minimum Payment Due, he agrees to pay credit charges on any and all unpaid amounts (as defined in section 9 ) calculated at the rate of **19.90%** per year. This annual interest rate is applicable regardless the way the credit obtained is used. This interest rate is applicable until receipt of the minimum required payment indicated on his account statement under the heading Minimum Payment Due, when the annual rate of **10.90%** will begin to apply again.

In the event the cardholder is more than **30** days late making any payment owed under the Agreement, interest will be calculated and collected on the accrued interest as of the Minimum Payment Due date until payment in full of any late payment.

## 11. ONLINE ACCOUNT STATEMENT

- a)** Registration for the online account statement automatically puts an end to the mailing of the paper version of the account statement. If the date of registration for the online account statement is too close to the date the cardholder’s account statement is processed, a statement may be sent by mail to the cardholder only and will not necessarily be available in electronic format. Subsequent account statement will be available in electronic format only.
- b)** The cardholder acknowledges that the online account statement has the same value as the paper version of the account statement and that it constitutes sufficient written proof in any legal proceedings. The cardholder acknowledges that he is responsible for accessing his online account statement, consulting it and saving it for later viewing, if applicable.
- c)** The cardholder acknowledges that Desjardins shall not be liable for damages resulting from the inability to view the online account statement caused by actions beyond the control of Desjardins, including equipment breakdown and problems related to the Internet provider. If the cardholder cannot view his online account statement, he must contact Desjardins immediately.
- d)** Desjardins may, at any time, suspend the electronic presentation of the online account statement and send it by mail.

## 12. COMMUNICATIONS WITH CARDHOLDER

The cardholder specifically authorizes Desjardins to contact him, either at his workplace or using any other contact information given to Desjardins, at Desjardins’s discretion, for the purposes of this contract, including to inform the cardholder of changes to the contract or to ask questions about the account or card. This authorization also applies to electronic or online message, including text messages to the cardholder’s mobile device, emails, and any other similar messaging services, using the contact information provided in the cardholder’s account.

The cardholder can call Desjardins at **1-800-363-3380** during regular business hours in order to obtain information regarding his account, to update his record or to make a payment. The cardholder using a TTY machine may contact Desjardins at **1-800-855-0511**.

To report the loss or theft of a Desjardins card or cheques, the cardholder must call Desjardins at **1-800-363-3380**.

## 13. AMENDMENTS TO THE TERMS OF CARDHOLDER AGREEMENT

With the exception of the interest rates applicable pursuant to sections 9 c), 9 d), 9 f), 9 g) and 9 h) to past purchases and past cash advances, Desjardins reserves the right to increase the aforementioned interest rates and annual fees, subject to giving the cardholder prior written notice of at least **30** days. Any increases will automatically come into effect on the date indicated in the notice. Desjardins also reserves the right to modify any other condition of this contract, subject to giving the cardholder prior written notice of at least **30** days. Use or activation of the cardholder’s Visa Desjardins card after the effective date indicated in the notice will constitute acceptance by the cardholder of the amendments contained in such notice. Amendments to the Agreement do not affect the amounts due on the Visa Desjardins account.

## 14. USE OF VISA DESJARDINS PIN

- a) Genuine signature:** The cardholder acknowledges that the joint use of his Visa Desjardins card with his Visa Desjardins PIN is the same as his genuine signature to enable him to carry out, through an accessible device, purchases and cash advances, as provided for under this Agreement.

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**b) Selection and confidentiality of Visa Desjardins PIN:** When a cardholder selects his Visa Desjardins PIN, he undertakes not to select an obvious number (e.g.: date of birth, telephone number, social insurance number, health insurance number, driver's licence number), in which case he shall be presumed having contributed to the unauthorized use of his card and shall assume all liability thereof, if any. The cardholder further undertakes not to disclose his Visa Desjardins PIN to anyone in any way whatsoever, nor to write it on his card or any other easily accessible document, in which case he shall also be presumed having contributed to the unauthorized use of his card and shall assume all liability thereof, if any.

**c) Liability:** Should the cardholder notice the loss of confidentiality of his Visa Desjardins PIN or as soon as he suspects a third person of knowing his Visa Desjardins PIN, he undertakes, in order to continue to make purchases or obtain cash advances, to modify his Visa Desjardins PIN immediately or, if he is unable to do so, to notify Desjardins of this situation. Any transaction made after such modification to a Visa Desjardins PIN is no longer considered an unauthorized transaction as defined in this Agreement. When unauthorized transactions are made with the cardholder's Visa Desjardins card or using the Desjardins mobile payment service, the cardholder shall not be liable for these transactions.

The cardholder acknowledges that Desjardins cannot be held liable for damages, including monetary losses, resulting from the impossibility of using an accessible device due to a malfunction, temporary failure or misuse, nor to any other interruption of the devices caused by acts out of Desjardins's control, including labour conflicts and equipment failure.

## 15. BALANCE TRANSFER

If the cardholder requests a balance transfer, he agrees to be fully responsible for the instructions provided to Desjardins for the purposes of said transfer. Desjardins cannot be liable for damages, including monetary losses, resulting from the cardholder's instructions, the delay or rejection of the balance transfer by the recipient financial institution or any other independent act out of Desjardins's control.

## 16. OVERDRAFT TRANSFER

When the cardholder signs up for overdraft transfer:

**a)** he authorizes the financial institution where he holds a PC account to draw an overdraft cash advance on his Visa Desjardins account to cover any transaction on this account when the balance available in the PC account is insufficient. The overdraft cash advance will correspond to the exact amount necessary to cover the transaction;

**b)** subject to Section 16 d) of this Agreement, he undertakes that the PC account benefiting from the overdraft transfer will only require one signature;

**c)** he agrees that Desjardins may reserve on his Visa Desjardins card, for a period that may range from 5 to 7 business days, the amounts necessary to cover the funds withheld from one of the accounts in the cardholder's folio and that the available credit limit will be adjusted accordingly;

**d)** he agrees, if the PC account benefiting from the overdraft transfer is a joint account or a proxy account, that the overdraft transfer may allow the person with whom he holds this account or a proxy, as the case may be, to effect a transaction which triggers an overdraft cash advance, even if this person is not a joint holder of the Visa Desjardins card with the cardholder;

**e)** he understands and agrees that the amounts reserved on his Visa Desjardins card to honour a transaction in process will be released and applied to the said transaction, even after the suppression or withdrawal of the overdraft transfer.

## 17. DESJARDINS MOBILE PAYMENT SERVICE

**a) Eligibility requirements:** to use the Desjardins mobile payment service, a cardholder must 1) have a Visa Desjardins card and an account in good standing; 2) have an eligible mobile device and an account in good standing with a participating telecommunications service provider authorized by Desjardins; 3) meet any other requirements set forth by Desjardins, the participating telecommunications service provider or the payment application provider.

**b) Virtual card:** to use the Desjardins mobile payment service, a virtual card associated with the cardholder's current credit card account but with a separate number is issued. No card will be sent to the cardholder and the card number can only be used to carry out Desjardins mobile payment service transactions.

**c) Cancellation or deactivation of Desjardins mobile payment service:** the cardholder may at any time cancel his registration for the Desjardins mobile payment service by calling Desjardins at 1-800-363-3380. Desjardins reserves the right to modify or terminate the Desjardins mobile payment service without notice if the cardholder no longer meets the eligibility requirements.

**d) Responsibility of Desjardins:** Desjardins shall not be liable for the refusal of a merchant to honour the Desjardins mobile payment service, or for the reliability of the point-of-sale equipment and the mobile device used to carry out the transaction.

## 18. CARD AND CHEQUE VALIDITY

The cardholder agrees not to use the Visa Desjardins card, cheques or the Desjardins mobile payment service before the validity date or after the expiry date indicated on the card.

## 19. CANCELLATION OF CARD AND CHEQUES

The Visa Desjardins card and the cheques remain the property of Desjardins, which reserves the right at any time to rescind the current authorized credit limit, to revoke the Visa Desjardins card and the cheques and take possession of them or have them repossessed, and to cancel, in full or in part, one or more services provided by the card and the cheques, or to deny access to said services, subject to applicable legislation at the cardholder's place of residence. Desjardins shall not be liable to the cardholder in this or in

any other event and the cardholder shall remain liable for any amount appearing on his Visa Desjardins account statement.

## 20. RESPONSIBILITY OF DESJARDINS

Desjardins shall not be liable to the cardholder for the refusal of a merchant to honour the Visa Desjardins card, cheques or the Desjardins mobile payment service, or for the modification, cancellation or replacement of the Visa Desjardins card's advantages or discounts by a supplier.

## 21. LOSS OR THEFT OF VISA DESJARDINS CARD, CHEQUES OR ELIGIBLE MOBILE DEVICE

If a Visa Desjardins card, cheque or Desjardins mobile payment service is used without the cardholder's authorization following the loss or theft of the cardholder's card, cheques or eligible mobile device, the cardholder's liability is limited to a maximum of \$50 and all liability ceases when Desjardins is notified of the loss or theft of the Visa Desjardins card, cheque or eligible mobile device. In the event that the cardholder's eligible mobile device is lost or stolen, the cardholder will inform his telecommunications service provider.

## 22. CARD-NOT-PRESENT TRANSACTION AND CONTACTLESS USE OF THE VISA DESJARDINS CARD

The cardholder agrees that when he carries out a transaction without presenting his card and by simply providing the merchant with his Visa Desjardins credit card number (for example, transactions made over the telephone or online transactions) or carries out a contactless transaction, he bears the same responsibilities as would be the case if the transaction was completed by signing a transaction slip or entering his Visa Desjardins PIN in an accessible device. Any transaction carried out via contactless technology, including via a mobile device, is equivalent to using the card.

## 23. DISPUTES

Desjardins assumes no liability whatsoever for the quality of the goods or services obtained using the Visa Desjardins card, cheques or eligible mobile device and all claims or disputes (concerning sales drafts or credit vouchers, requests for refunds, etc.), must be settled directly between the cardholder and the merchant. If the cardholder wishes to discuss a disputed transaction, the cardholder should contact Desjardins. Without limiting the generality of the foregoing, any recourse of the cardholder against Desjardins in connection with the use of the Visa Desjardins card or cheques shall be limited to the reimbursement of any amounts improperly charged to the cardholder's Visa Desjardins account. Although Desjardins has no legal obligation to do so, the cardholder acknowledges and agrees that if Desjardins credits the cardholder's account for any amount related to a disputed transaction, any and all right, claim, demand or other interest that the cardholder has or may have in respect of such disputed transaction are automatically assigned to Desjardins. The cardholder also agrees to fully cooperate with Desjardins in any dispute against a merchant. The cardholder acknowledges and agrees that any dispute that he may have with any merchant does not affect his obligation to pay Desjardins the full amount that has been charged to the Visa Desjardins account.

## 24. CREDIT VOUCHERS

Any credit voucher will be credited to the cardholder's account on the day it is received by Desjardins and it is only then that the cardholder's responsibility for the indebtedness will cease.

## 25. CURRENCY CONVERSION SERVICE

All Visa Desjardins purchases or cash advances made in a foreign currency are payable in Canadian currency converted at the exchange rate in effect as determined by Desjardins or its provider on the date the purchase or cash advance is processed. The cardholder may write cheques in Canadian currency only. Any cheque written in foreign currency will automatically be returned to the cardholder.

The cardholder shall pay a currency conversion charge of 2.50% (\$2.50 per \$100 spent) on any amounts recorded in the cardholder's account in foreign currencies and converted into Canadian dollars. The amount payable in exchange rate charges and the currency conversion charge is deemed to be a regular purchase within the meaning of Section 9 of this Agreement and will be charged to the cardholder's account on the date the currency is converted.

In the event that a foreign currency conversion transaction is credited to the cardholder's Visa Desjardins account, the transaction will be converted into Canadian currency at the exchange rate in effect as determined by Desjardins or its provider on the date the credit is processed, minus a currency conversion charge of 2.50% (\$2.50 per \$100 spent).

## 26. JOINT AND SEVERAL LIABILITY

If the Visa Desjardins card is issued in the name of more than one cardholder on the same account, each such person shall be jointly and severally liable for any and all indebtedness incurred such indebtedness and may be claimed in full from their respective heirs, legatees and assigns.

## 27. GUARANTEE

In consideration of Desjardins agreeing to provide a Visa Desjardins card or financing to the cardholder, the guarantor hereby agrees to be jointly and severally liable for all of the financial liabilities and obligations of the cardholder to Desjardins pursuant to this Agreement.

Desjardins may demand payment from the guarantor even if Desjardins has not tried to obtain payment from the cardholder. The guarantor's interests are fully subordinated to the claims of Desjardins and the guarantor waives all rights to take legal action against the cardholder and all rights of subrogation until Desjardins is paid in full.

The guarantor is not released from the guarantee simply because Desjardins may, from time to time, change the terms of the cardholder's obligations. The guarantor waives the need for notice of any such changes.

## 28. PROOF

The cardholder agrees and accepts that his monthly account statement constitutes conclusive proof of indebtedness and agrees to pay the indebtedness shown on his monthly account statement in accordance with the terms of this Agreement. The cardholder agrees to review each monthly

statement and if an error is found, the cardholder must tell Desjardins within **30** days of the issue date of the statement. If the cardholder does not do so, the statement will be regarded as final. However, Desjardins may at any time remove from the cardholder's account any credits that have been posted in error.

The cardholder also agrees and accepts that the transaction record issued by an accessible device constitutes proof that the transaction he has carried out has been correctly recorded. In the case of a card-not-present or contactless transaction, as indicated under Section **22** of this Agreement, the cardholder agrees that the entry of the transaction on his monthly account statement will constitute proof that the transaction was indeed carried out. Desjardins is not responsible for providing other proof of transactions, unless the cardholder requests it to avoid or settle a dispute within the meaning of this Agreement, unless in such case, he provides Desjardins with a transaction record confirming the purchase or the cash advance. The cardholder agrees that any data support on which the data pertaining to the transactions made is stored constitutes a sufficient written proof for all legal proceedings.

### 29. CARD PROGRAM PARTICIPATION RULES

The terms applicable to programs or services for which the cardholder is eligible may be provided, identified as "Rules". The rules form an integral part of this contract.

### 30. TERMINATION OF AGREEMENT

Desjardins may terminate this Agreement at any time, without notice if the cardholder is in breach of this Agreement, including without limitation, where the cardholder fails to make payments by the due date in accordance with the types of credit used, or if he becomes bankrupt, insolvent, or makes a proposal under bankruptcy legislation. If this Agreement is terminated, Desjardins or its agent may, subject to the laws of the Province of residence of the cardholder, do any or all of the following:

- a) refuse to honour any cheques (whether made before or after such termination);
- b) require the entire balance of the cardholder's indebtedness including, without limitation, credit charges to be repaid immediately, whether or not such balance is due and payable at that time;
- c) debit any account the cardholder may have with Desjardins and apply the funds against the indebtedness and credit charges owing under this Agreement;
- d) request that all Visa Desjardins cards and unused cheques be returned to it; and
- e) take possession of all such cards and unused cheques.

If this Agreement is terminated, the cardholder will continue to be liable for indebtedness and credit charges and is responsible for returning all Visa Desjardins cards and unused cheques to Desjardins. If a Visa Desjardins card or cheque is used after this Agreement is terminated, the cardholder will be liable for all indebtedness incurred and credit charges thereon even though the Agreement was terminated. The cardholder will not be liable for any indebtedness incurred through the unauthorized use of his Visa Desjardins card after he has returned the card to Desjardins.

The cardholder shall pay to Desjardins, on a full indemnity basis, all legal fees and expenses incurred by it to recover any indebtedness or credit charges and all expenses incurred by it to take possession of any Visa Desjardins cards or cheques.

### 31. ASSIGNMENT

Desjardins may assign its rights and obligations under this Agreement without notice to the cardholder.

### 32. PERSONAL INFORMATION

Desjardins will open a file under the cardholder's name so that the cardholder may receive financial services as they relate to the various credit and payment services. The personal information contained in this file is kept at the offices of Desjardins or its agents, and is consulted by their employees when warranted in the performance of their duties. Desjardins may also create nominative lists of its cardholders and share them with third parties for business prospecting purposes. The cardholder may exclude his name from nominative lists constituted by Desjardins. Moreover, the cardholder has a right to access the contents of his file and to correct any erroneous information by making a written request to that effect to the privacy officer. The cardholder may address these requests to: Customer Service Department (PRP), P.O. Box **8600**, Station Centre-ville, Montreal, Quebec, **H3C 3P4**.

The cardholder agrees that Desjardins may obtain and update, from any credit reporting agency, financial institution, employer or credit card issuer ("Third Parties"), only information required for the subject matter of its file, i.e., the provision of financial services as they relate to the various credit and payment services, in order to assess the cardholder's creditworthiness, to administer the cardholder's account and to review his financial commitments to Desjardins within the context of this Agreement or the cardholder's other financial dealings with it.

The cardholder authorizes Third Parties to disclose such information to Desjardins, even though said information may be in an inactive or closed file. The cardholder agrees that Desjardins may disclose to any personal information agent, financial institution and credit card issuer any information regarding the cardholder's financial commitments to Desjardins arising from the use of the Visa Desjardins card. The above consents shall remain in effect as long as the cardholder has carried on business with Desjardins, failing which Desjardins shall terminate this Agreement.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

### 33. DATA TRANSMISSION TO CERTAIN THIRD PARTIES

The cardholder agrees that Desjardins may collect information from entities involved in a credit card transaction, including merchants, Visa Inc. or Mastercard International Inc., their subsidiaries, agents, employees and mandataries, and disclose said information to these entities when required for processing, authorizing or authenticating a transaction. The cardholder understands and agrees that this information may include the type of device used to make a remote transaction, as well as their IP address.

### 34. RECURRING PRE-AUTHORIZED TRANSACTIONS

The cardholder agrees that Desjardins may contact merchants that the cardholder has authorized to make recurring transactions (e.g., monthly subscriptions for newspapers, fitness centers, etc.) in order to disclose the new credit card number and expiry date, each time that a new credit card is issued to the cardholder. The cardholder accepts that each merchant will use this updated credit card information to continue the recurring transactions. The cardholder understands and accepts that not all merchants are eligible to receive these updates and that it is the cardholder's responsibility to make sure that each merchant has the updated credit card information. The cardholder may withdraw from this update service by calling **1-800-363-3380**.

### 35. OPTIONAL SERVICES

The cardholder may subscribe to optional services or benefits supplied by independent service providers. Desjardins is not liable for services or benefits that it does not directly provide. In the event of a dispute, the cardholder must address the matter directly with the supplier of such services or benefits.

All terms and conditions pursuant to an optional service are specified in a separate agreement and shall not form a part of this Agreement even where Desjardins collects an amount for such optional service.

The cardholder may terminate an optional service at any time during the term of the Agreement on giving **30** day's notice to the service provider or such shorter period of notice as is specified in the agreement under which the service is provided.

The optional services associated with the Visa Desjardins account may be modified or terminated without notice by the service provider, unless the law provides otherwise. The cardholder must contact the service provider should he require additional information regarding the modification or termination of an optional service.

### 36. PREAUTHORIZED PAYMENT

The cardholder is responsible for any preauthorized payment he has authorized any merchant to charge to his Visa Desjardins card, even after he or Desjardins cancels this Agreement. If the cardholder wishes to discontinue any payment, he must contact the merchant and verify his Visa Desjardins account statements to ensure that the payments have been discontinued. If they have not stopped despite the cardholder's instructions to a merchant, Desjardins is not obligated to, but may be able to assist the cardholder if he provides Desjardins with a copy of the written request to the merchant.

### 37. ADDITIONAL INFORMATION

For further information regarding the Agreement for your credit card, please call us at **1-800-363-3380**.

### 38. HEADINGS

The headings to each section of this Agreement are added for convenience and shall not be used to interpret the meaning of this Agreement. In this Agreement, unless the context otherwise requires, any reference to gender shall include both genders and words importing the singular number shall include the plural and vice-versa.

### 39. ENTIRE AGREEMENT

This Agreement, together with the Initial Disclosure Statement provided with same, the receipt of which the cardholder acknowledges, constitute the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understandings and negotiations, whether written or oral. In the event of inconsistencies between the Initial Disclosure Statement and the Cardholder Agreement, the provisions of the Cardholder Agreement prevail.

### 40. SEVERABILITY

Each of the provisions of this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a Court of competent jurisdiction shall not affect the validity, legality or enforceability of any other provision hereof.

### 41. WAIVER

Except as expressly provided in this Agreement, no waiver of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

### 42. GOVERNING LAW

This Agreement will be governed and interpreted in accordance with the laws of the province or territory in Canada where the cardholder resides or most recently resided and the laws of Canada, as applicable. If the cardholder has not resided in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.

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<sup>1</sup> Only available to cardholders who have an account with the Caisse Desjardins Ontario Credit Union Inc. or the Caisse populaire acadienne ltée.

<sup>2</sup> Only available to cardholders who have an account with the Caisse Desjardins Ontario Credit Union Inc.

<sup>3</sup> Only available to cardholders who have an account with the Caisse Desjardins Ontario Credit Union Inc.

<sup>4</sup> Only available to cardholders who have an account with the Caisse Desjardins Ontario Credit Union Inc. or the Caisse populaire acadienne ltée.

**SEE REVERSE** →

