

## VARIABLE CREDIT AGREEMENT

## VISA Desjardins FOR STUDENTS ONLY

**PLEASE READ THIS DOCUMENT CAREFULLY  
AND KEEP IT FOR REFERENCE PURPOSES.  
EFFECTIVE OCTOBER 1, 2011.**

**For the purposes of this Agreement, the cardholder and additional cardholder(s) are collectively designated by the term “the cardholder”. When the cardholder, if a VISA Desjardins card has been issued by the Fédération in his favour, signs the VISA Desjardins card bearing his name, or when he uses it for the first time, or authorizes its use by a third party, he accepts the following conditions for use and is conjointly and solidarily liable for any debt incurred from the use of the VISA Desjardins card, any debt being recoverable in full from his heirs, legatees and assigns. This acceptance also signifies the cardholder’s acknowledgment of the request for the issuance of his VISA Desjardins card, regardless of the form of signature that is used.**

**1. DEFINITIONS**

In this Agreement, the following terms are ascribed the following meanings:

**“AccèsD”:** the transactional site of the Fédération;

**“accessible device”:** automated teller machine, point-of-sale equipment, Touch-Tone telephone connected to a Touch-Tone line, computer or any other device enabling a VISA Desjardins cardholder to carry out transactions with the VISA Desjardins card;

**“balance of multiple purchases”:** the total of the multiple purchases made within a deferred payment period – multiple purchases;

**“cash advance”:** advance of cash obtained using the VISA Desjardins card or, if necessary, 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;

**“cash advance by equal instalments”:** cash advance obtained with a VISA Desjardins card and accompanied by a credit refundable by monthly equal and consecutive instalments determined when the advance is made;

**“cheque”:** cheque drawn on the account of the VISA Desjardins cardholder;

**“contactless technology”:** Technology identified as *Visa payWave* on the point-of-sale equipment which allows a cardholder to make a payment using the VISA Desjardins card at participating merchants for maximum purchases between fifty dollars (**\$50**) and one hundred fifty dollars (**\$150**) based on merchant specifications; the transaction is carried out by simply “waving” the VISA card in front of the point-of-sale equipment, without having to sign a transaction slip or enter a VISA Desjardins PIN number in an accessible device.

**“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 which is indicated on the statement of account;

**“deferred payment period – multiple purchases”:** period determined by the cardholder and the merchant within the context of multiple purchases by equal instalments during which the cardholder may make different purchases with his VISA Desjardins card without having to pay credit charges;

**“deferred payment period – RRSP financing”:** period determined by the cardholder among those offered by the Fédération, if necessary, beginning upon the disbursement of an RRSP financing and during which only credit charges on the RRSP financing is payable by the cardholder;

**“Desjardins access card”:** a debit card that is issued by a caisse and is subject to the terms and conditions applicable to the use of Desjardins access cards;

**“Desjardins caisse”:** Desjardins caisse of which the cardholder is a member and where he holds his PCA account;

**“equal instalments financing”:** purchase of a good or service using the VISA Desjardins card and repayable by way of equal and consecutive monthly instalments determined at the time of purchase;

**“folio”:** a folio is assigned to the Desjardins caisse member as established in the member’s 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 the deferred payment period – multiple purchases by means of the

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;

**“overdraft cash advance”:** cash advance on the VISA Desjardins card to cover any transaction on the said account when the balance available in the holder’s PCA account is insufficient;

**“overdraft transfer”:** service available on the VISA Desjardins card whereby the cardholder authorizes his Desjardins caisse to draw an overdraft cash advance on his VISA account to cover, when the balance available on his PCA account is insufficient, any transaction on the said account, regardless of the nature of the transaction (withdrawal, cheque, bill payment, transfer, etc.), without exceeding five thousand dollars (**\$5,000**) per day;

**“PCA account”:** personal chequing account held by the cardholder at his Desjardins caisse as indicated 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 (ex.: point-of-sale terminal);

**“regular purchase”:** purchase of a good or service using the VISA Desjardins card, other than deferred payment financing, equal instalment financing, or multiple purchases;

**“RRSP financing”:** 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”:** method used by the cardholder to indicate his consent, regardless of whether that indication be handwritten, electronic or verbal;

**“transaction record”:** record given by certain accessible devices confirming a purchase or a cash advance made by the cardholder with his VISA Desjardins card;

**“unauthorized transaction”:** transaction made after **(1)** the cardholder has reported his VISA Desjardins card 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 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 the Fédération forthwith and collaborating with any subsequent investigation or **(5)** the cardholder had his VISA Desjardins PIN stolen without his knowledge;

**“virtual statement of account”:** a statement of account the cardholder can visualize through the AccèsD transactional site;

**“VISA Desjardins card”:** any VISA credit card issued by the Fédération to the cardholder or a third party authorized by the former, whose use is governed by this Agreement and by any amending or superseding Agreement thereof;

**“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 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 the equal instalments financing, multiple purchases by equal instalments, a deferred payment purchase, a cash advance by equal instalments or an RRSP financing. The withdrawal by the cardholder of amounts deposited in his folio at the caisse Desjardins signifies his acknowledgment of the transaction, regardless of the form of signature used to obtain the cash advance by equal instalments or the RRSP financing;
- c) by any other means the Fédération may establish.

The cardholder may write 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 statement of account under the Minimum Payment Due heading. The VISA Desjardins card may not be used as payment for any illegal purchase.

**SEE REVERSE ⇨**

The Fédération 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 CREDIT AMOUNT

Any use of credit established in Section 2 is subject to a credit limit, the amount of which is indicated on the statement of account. Either limit may be increased, at the Fédération's discretion, upon request from the cardholder, or revised downward if the Fédération deems it appropriate after having analyzed the cardholder's file. Any cash advance, any cheque or purchase which results in the applicable credit limit being exceeded shall be regarded as a request to increase the credit limit to the maximum amount that can then be granted to the cardholder, taking into consideration the applicable credit granting standards.

### 4. ANNUAL FEES

VISA Desjardins **FOR STUDENTS ONLY** card does not carry annual fees. However, an annual fee of thirty dollars (**\$30**) shall be payable when a cardholder benefits from the Low Interest Rate option. If the cardholder takes advantage of the My Look personalization service, no fee is payable for the first personalization. Except during the card reissue period, a five dollars (**\$5**) fee applies to any replacement of a personalized card with another personalized card bearing another image. The cardholder will be notified of the said reissue period on his monthly statement of account. No fee is payable for replacement of a personalized card with a non-personalized card governed by this variable credit contract. The amount payable under this section is deemed to be a regular purchase for the purposes of Section 9 and will be charged to the cardholder's account when one or more VISA Desjardins cards are issued and at each subsequent anniversary of the date of issuance or upon any personalized card image replacement, as the case may be. In the event that the VISA Desjardins card or the Low Interest Rate option is cancelled, the amount payable under this section shall be non-refundable.

### 5. STATEMENT OF ACCOUNT PERIOD

One or more statements of account in paper or electronic format will be sent to the cardholder every month.

### 6. MINIMUM PAYMENT FOR EACH BILLING PERIOD

The cardholder shall reimburse the Fédération for all amounts due as a result of using the VISA Desjardins card as well as applicable credit charges, in accordance with the terms and conditions of this Agreement. The cardholder shall pay in one payment, at the latest, by the due date shown on the statement of account for a given period:

- a) at least **5%** OF THE TOTAL **(1)** of the balance shown on the statement of account for the previous period, **(2)** of the regular purchases during the period covered by the statement of account, **(3)** of the cash advances and cheques during the period covered by the statement of account, **(4)** of the applicable credit charges on purchases and monthly instalments that have not been paid on the due date shown on the statement of account for the previous period and, **(5)** of the credit charges on cash advances and cheques; LESS: **(6)** the payments received since the date of the statement of account for the previous period, and **(7)** the amount of any transaction that has led to an adjustment during that period; or ten dollars (**\$10**), if **5%** of the previously determined amount is less than ten dollars (**\$10**);
- b) the monthly instalment(s) for the period covered by the statement of account, regarding purchases, multiple purchases, cash advances by equal instalments and RRSP financing;
- c) the amount of deferred payment financing, payable on the date of the statement of account;
- d) any overdue amount on the date of the statement of account;
- e) any other amount which the Fédération may notify the cardholder to pay.

The first monthly instalment of the balance of purchases, cash advances repayable by equal instalments and RRSP financing will be billed on the first VISA Desjardins statement of account issued following the transaction. The first monthly instalment of the balance of multiple purchases repayable by equal instalments will be billed on the first VISA Desjardins statement of account issued after the deferred payment period – multiple purchases. The remaining monthly instalments will be billed on subsequent statements of account. The principal and credit charges of deferred payment financing, purchases, multiple purchases, cash advances by equal instalments and RRSP financing are repayable in whole or in part by the due date, without penalty.

### 7. APPLICATION OF PAYMENTS

Payments are used to cover, in this order: **(1)** credit charges, **(2)** principal on purchases, multiple purchases, cash advances made under the equal instalments program and RRSP financing, **(3)** cash advances and cheques from a previous period, **(4)** purchases that carry credit charges, **(5)** cash advances and cheques during the statement period, **(6)** purchases recorded during the statement period.

### 8. TERMS OF PAYMENT

The cardholder may pay the total amount due on the statement without incurring credit charges, within twenty-one **(21)** days following the statement mailing date or its availability in electronic format, except in the case of 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 statement of account provided the statement's total balance is paid in full by the due date shown on the statement. Otherwise, the regular purchases appearing on the statement shall be subject to credit charges based on the average daily balance from the date of each purchase until the purchases have been paid in full, at the annual interest rate in effect during the period covered by the statement of account. However, if the balance indicated on a subsequent 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: **19.4%**, and **11.8%** if the cardholder benefits from the Low Interest Rate option.

- b) **Cash advances and cheques:** All cash advances and cheques are subject to credit charges based on the daily average balance starting from the date they are made, at the annual interest rate applicable for the period covered by the statement of account.

Annual interest rate: **19.4%**, and **11.8%** if the cardholder benefits from the Low Interest Rate option.

- 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 statement of account to the date they are paid in full. These charges are based on the annual interest rate in effect for the financing plan offered by the Fédération and chosen by the cardholder.

Annual interest rate: based on the financing plan offered by the Fédération and chosen by the cardholder, not exceeding **19.9%**.

- d) **RRSP financing:** RRSP financing is subject to credit charges, calculated as of the date of its appearance on the statement of account until fully paid and that, at the annual interest rate in force for this financing plan offered by the Fédération and chosen by the cardholder. During a deferred payment period – RRSP financing, only credit charges are payable. At the expiry date 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 the Fédération and chosen by the cardholder, not exceeding **19.9%**.

- e) **Deferred payment financing:** Credit charges on deferred payment purchases are calculated, starting from the payment due date shown on the statement of account until such time as purchases are paid in full. If payment of a deferred payment purchase is not made in full at the due date appearing on the statement of account, it is automatically converted into payments under the equal instalments program. The payment then becomes payable, in capital and credit charges (the "converted payment") at the annual rate of interest applicable to this financing program at the date of conversion, into twelve **(12)** equal monthly payments if the converted payment is less than one thousand dollars (**\$1,000**), into twenty-four **(24)** equal monthly payments if the converted payment is equal to or higher than one thousand dollars (**\$1,000**) and less than three thousand dollars (**\$3,000**), and into thirty-six **(36)** equal monthly payments if the converted payment is higher than three thousand dollars (**\$3,000**). Notice to this effect showing the number of payments and the monthly amount resulting from the conversion of the deferred payment purchase into an equal instalments purchase is sent to the cardholder at least thirty **(30)** days before the payment due date. If, on or before the due date shown on the statement of account, the cardholder makes a part payment of the deferred payment purchase, the unpaid balance remaining becomes payable at the monthly amount set for the converted payment as shown on the notice until the balance is paid in full.

Annual interest rate: in accordance with the financing plan offered by the merchant, up to a maximum of **19.9%**.

- f) **Equal instalments financing:** Purchases by equal instalments are subject to credit charges calculated starting from the date they are posted to the statement of account 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 **19.9%**.

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

Annual interest rate: depending on the financing plan offered by the merchant and depending on the balance of the multiple purchases at the expiry of the deferred payment period – multiple purchases, without ever exceeding **19.9%**.

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.

### 10. LATE PAYMENT CHARGES

Should the cardholder fail to make the minimum payment required on the due date shown on his statement of account under the heading Minimum Payment Due, he agrees to pay on any unpaid amount (as defined in Section 9) credit charges calculated at the regular rate of the card applicable to regular purchases, cash advances and cheques, namely **19.4%** per year. This annual interest rate is applicable regardless of the way the credit obtained is used and regardless of whether the cardholder benefits from the Low Interest Rate option. Moreover, should the cardholder benefit from the Low Interest Rate option and fail to make the minimum payment shown on the statement of account on the due date for two **(2)** consecutive periods, he shall lose the right to benefit from the Low Interest Rate option for one year **(1)** starting on the date of the first omission and shall be eligible for neither a full nor a partial refund of the annual fees for the option.

### TABLE OF EXAMPLES OF CREDIT CHARGES

| TABLE OF EXAMPLES OF CREDIT CHARGES FOR A THIRTY (30)-DAY BILLING CYCLE |                      |                       |        |         |
|---|----------------------|-----------------------|--------|---------|
|   | ANNUAL INTEREST RATE | AVERAGE DAILY BALANCE |        |         |
|   |                      | \$100                 | \$500  | \$1,000 |
| Regular Interest Rate   | 19.40%               | \$1.59                | \$7.97 | \$15.95 |
| Low Interest Rate   | 11.80%               | \$0.97                | \$4.85 | \$9.70  |
| Equal Instalments Financing   | 19.90%               | \$1.64                | \$8.18 | \$16.36 |

### 11. VIRTUAL STATEMENT OF ACCOUNT

- a) There are no fees for the registration, receipt and visualization of the virtual statement of account.
- b) Registration to the virtual statement of account automatically puts an end to the mailing of the paper version of the statement of account. If the date of registration for the virtual statement of account is too close to the processing date of the cardholder's statement of account, a statement may be sent by mail to the cardholder in addition to being accessible on AccèsD.
- c) The cardholder is responsible for making sure that his computer hardware and software, and Internet access, enable him to receive and visualize his virtual statement of account, and, if applicable, receive emails.

- d) The Fédération may, at any time, suspend the electronic presentation of the virtual statement of account and send it by mail.
- e) The Fédération may, at any time withdraw the cardholder privilege of viewing his virtual statement of account if said cardholder uses it in a manner that interferes with the service. The statement of account will then be sent by mail. The Fédération also reserves the right to modify, at any time, these terms and conditions of use with a notice posted on AccèsD.
- f) The cardholder may, at any time, cancel his registration to the virtual statement of account by advising the Fédération by telephone at **1-800-363-3380**.
- g) The cardholder acknowledges that the virtual statement of account has the same value as the paper version of the statement of account and that it constitutes a sufficient written proof procedure in any legal proceedings.
- h) The electronic presentation of the virtual statement of account includes the archiving of statements of account for the twelve (12) last months for a cardholder who is registered to the online virtual statement of account. Unless there is an interruption of the electronic presentation of the virtual statement of account, the cardholder may, at any time, have access to his current month statement of account and his archived statements of account.
- i) The cardholder acknowledges that he has the responsibility of accessing his virtual statement of account and consulting it. The cardholder undertakes to pay at least the minimum payment due as indicated on his virtual statement of account at the due date indicated therein; if he does not, he will be charged relevant credit fees, in compliance with the provisions of this Agreement.
- j) The cardholder acknowledges that the Fédération cannot be held liable for the malfunction or interruption of the electronic presentation of the virtual statement of account, nor for damages caused by the cardholder's computer equipment, its layout, the electric or telephone system it is patched into, or any other event that is beyond the control of the Fédération.
- k) The cardholder acknowledges that the Fédération cannot be held liable for damages resulting from the impossibility of visualizing the virtual statement of account further to a malfunction, temporary failure or misuse, nor any other interruption of the electronic presentation of the virtual statement of account caused by actions beyond the control of the Fédération, including equipment breakdown and problems related to the Internet provider.

## 12. COMMUNICATIONS WITH CARDHOLDER

Should the Fédération have any questions regarding the cardholder's VISA Desjardins account/ card, the cardholder specifically authorizes the Fédération to contact him at his place of business or at any other coordinates, at the Fédération's discretion.

## 13. AMENDMENTS TO THE TERMS OF THE VARIABLE CREDIT AGREEMENT

With the exception of the interest rates indicated in Sections 9 c), 9 d), 9 f) and 9 g) applicable to past purchases and past cash advances, the Fédération reserves the right to increase the aforementioned interest rates. The Fédération also reserves the right to amend the terms of this Agreement. In either case, the cardholder will receive prior written notice. Use of the cardholder's VISA Desjardins card after the effective date indicated in the notice will constitute acceptance by the cardholder of the amendments which are the object of the said notice.

## 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.

**b) Selection and confidentiality of VISA Desjardins PIN:** When a cardholder selects his VISA Desjardins PIN, he undertakes not to select an obvious number (ex.: date of birth, telephone number, social insurance number, health insurance number, driver's permit 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 anyway 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, to continue to make purchases or get cash advances, to modify his VISA Desjardins PIN immediately or, if he is unable to do so, to notify the Fédération 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, the cardholder cannot be held liable for these transactions.

The cardholder acknowledges that the Fédération 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 the Fédération's control, including labour conflicts and equipment failure.

## 15. OVERDRAFT TRANSFER

When the cardholder signs up for overdraft transfer:

- a) he authorizes the Desjardins caisse where he holds a PCA account to draw an overdraft cash advance on his VISA Desjardins account so as to cover any transaction on this account when the balance available in the PCA account is insufficient. The overdraft cash advance shall correspond to the exact amount necessary to cover the transaction;
- b) he undertakes that the PCA account benefiting from the overdraft transfer only requires one signature;
- c) he accepts that the Fédération may reserve on his VISA Desjardins card, for a period that may range from five (5) to seven (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 be affected accordingly;
- d) he accepts, if the PCA 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 co-applicant of the VISA Desjardins card with the cardholder;

- e) he understands and accepts 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.

## 16. CARD VALIDITY

The cardholder agrees not to use the VISA Desjardins card before the validity date or after the expiry date indicated on the card.

## 17. CANCELLATION OF CARD AND CHEQUES

As the VISA Desjardins card and the cheques remain the property of the Fédération, the latter reserves the right at any time to rescind the current authorized credit limit, to revoke the 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 without prior notice to the cardholder. The Fédération shall not be held liable in this or in any other event.

## 18. RESPONSIBILITY OF THE FÉDÉRATION

The Fédération cannot be held responsible for the refusal of a merchant to honour the VISA Desjardins card or cheques nor for the modification, cancellation or replacement of the VISA Desjardins card's advantages or discounts by a supplier.

## 19. LOSS OR THEFT OF VISA DESJARDINS CARD OR CHEQUES

If a VISA Desjardins card and/or cheque is used without the cardholder's authorization following the loss or theft of the card or cheques, the cardholder's liability is limited to a maximum of fifty dollars (\$50) and all liability ceases when the Fédération is notified of the loss or theft of the VISA Desjardins card or cheque.

## 20. 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 number in an accessible device.

## 21. DISPUTES

The Fédération assumes no liability whatsoever for the quality of the goods or services obtained using the VISA Desjardins card or cheques and all claims or disputes concerning sales drafts or credit vouchers, requests for refunds, etc., should be settled directly between the cardholder and the merchant. A cardholder may also contact the Fédération if he wishes to contest a transaction that appears on the monthly statement of account.

## 22. CREDIT VOUCHERS

Any credit voucher will be credited to the cardholder's account on the day it is received by the Fédération, and the cardholder's obligation to pay that amount ceases on that day.

## 23. 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 the Fédération 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 **1.8%** (one dollar and eighty cents (\$1.80) per one hundred dollars (\$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 in Canadian currency at the exchange rate in effect as determined by the Fédération or its provider on the date the credit is processed, deduction made of the currency conversion charge of **1.8%** (one dollar and eighty cents (\$1.80) per one hundred dollars (\$100) spent). This could for example cause the amount of a debit for a purchase to exceed the amount of the corresponding credit in Canadian currency for a refund or return of such purchase, since the exchange rate in effect on the date of the credit may be different from the exchange rate in effect on the date of the purchase.

## 24. SOLIDARITY LIABILITY

If the VISA Desjardins card is issued in the name of more than one cardholder on the same account, their obligations are jointly and solidary and may be claimed in full from their respective heirs, legatees and assignees.

## 25. PROOF

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

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 20 of this Agreement, the cardholder agrees that the entry of the transaction on his monthly statement of account will constitute proof that the transaction was indeed carried out. The Fédération 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, and that in such case, he provides the Fédération with a transaction record confirming the purchase or the cash advance. The cardholder then accepts that the magnetic stripe or an equivalent data support on which the data pertaining to the transactions made is stored constitutes a sufficient written proof for all legal proceedings.

## 26. PERSONAL INFORMATION

The Fédération establishes a file in the cardholder's name for the purpose of allowing him to receive financial services related to the different credit and payment services. The personal information in this file is kept on the premises of the Fédération or its representatives and is consulted by their employees when this is justified in the performance of their duties. The cardholder has the right to know the contents of his file and to have any inaccurate information corrected. He is also entitled to have access to his file and have it rectified by addressing a written request to the personal information agent. Moreover, the cardholder may exclude his name from nominative lists constituted by the Fédération. For all these requests, the cardholder must write to Customer Service (PRP), P.O. Box **8600**, Centre-Ville Station, Montréal (Québec), **H3C 3P4**.

The cardholder agrees that the Fédération may obtain and update, from any personal information agent, financial institution, employer or credit card issuer ("Third Parties"), any information required for the subject of its file, i.e., the provision of financial services relating to various credit and payment services, in order to prove his solvency and to review his commitments to the Fédération within the context of his business dealings with it. The cardholder authorizes any Third Parties to disclose such information to the Fédération, even though said information may be found in an inactive or closed file. The cardholder agrees that the Fédération may disclose to any personal information agent, financial institution and credit card issuer any financial commitments towards the Fédération arising from the use of the VISA Desjardins credit card.

## 27. DATA TRANSMISSION TO VISA INC. AND ITS SUBSIDIARIES

The cardholder agrees that the Fédération may collect, use and disclose to Visa inc. and any of its subsidiaries, their officers, employees and agents, any necessary information, on the one hand to process, authorize and authenticate a transaction and, on the other hand, for the provision of customer service and the administration of a promotional contest to allow the cardholder to participate in such a contest.

## 28. TERMS AND CONDITIONS OF USE OF THE MY LOOK SERVICE

When the cardholder benefits from the My Look customization service, which allows him to reproduce the image of his choice on the front of his card (hereinafter "the Service"), he acknowledges and accepts the following terms and conditions of use.

- a) The cardholder undertakes to read the Image Usage Guidelines, which are available at [www.desjardins.com/image-guidelines](http://www.desjardins.com/image-guidelines) at the time he chooses and transmits his image; he agrees to only submit images that comply with these guidelines.
- b) The Fédération reserves the right to reject any image deemed unacceptable, for any reason whatsoever.
- c) The Fédération also reserves the right to deny access to the Service to any cardholder who repeatedly submits images that do not meet the Image Usage Guidelines.
- d) The cardholder states that to his knowledge, the uploaded file does not contain any computer viruses.
- e) The cardholder represents that he owns the image or that the owner of the image and any third party represented thereon, as the case may be, consent for him, the Fédération, its agents or subcontractors to store, reproduce, use and modify the image as required for the Service. The cardholder grants the same consent for an image that he owns.
- f) The Fédération reserves the right to require reasonable proof from the cardholder that he created the image or he has permission to use the image and has obtained the consent(s) mentioned above.
- g) The cardholder assumes responsibility and agrees to indemnify the Fédération, its administrators and agents for any loss and damages that they may suffer and resulting from the violation of these terms of use by the cardholder or as a result of the Fédération storing, reproducing, using or modifying the submitted image, or as a result of the use of the Service by the cardholder and as a result of the image being used and reproduced on the cardholder's card.
- h) The Fédération may not be held liable at any time for any direct or indirect loss or damage that the cardholder may suffer due to or as a result of the use of the Service.
- i) The Fédération may not be held liable for the poor quality of the image or for any failure to correctly position the image on the cardholder's personalized card.
- j) The Fédération shall notify the cardholder by e-mail whether or not the submitted image has been approved. The approved image is stored by the Fédération or its agents or subcontractors for a period of fifty-four (**54**) months, renewable each time the personalized card is replaced using the same image.
- k) Any personalized card that is the subject of a request for replacement or any personalized card that is about to expire is, in accordance with this contract, replaced with another personalized card bearing the image that was most recently submitted by the cardholder and approved by the Fédération.
- l) The submitted image approved by the Fédération is used for all cards linked to the same account.
- m) The Fédération shall notify the cardholder by e-mail should it reject any image, without having to justify its decision. The Fédération, its agents or subcontractors shall keep the rejected image for thirty (**30**) days for customer service purposes, as the case may be, and shall subsequently destroy the image, in whatever format it was submitted.
- n) When an image is rejected, the cardholder will be granted an extension, to be indicated in the e-mail notice of refusal, to submit an alternate image. Should the cardholder have his image rejected a second time or should he fail to submit another image within the prescribed deadline:
  - i) For a new card application: a non-personalized card shall be issued. The non-personalized card will be chosen at the Fédération's discretion, in accordance with the non-personalized visuals offered at the time of the card application.
  - ii) For a card replacement request: the request to personalize the card or change the image shall be cancelled. No new card shall be issued.
  - iii) For a card expiring within ninety (**90**) days: the request to personalize the card or change the image shall be cancelled and a new card shall be issued before the expiry of the current card. The card shall be issued using the most recent image submitted by the cardholder

and approved by the Fédération or in accordance with the non-personalized visuals offered when the card is issued.

- o) The cardholder's e-mail address is kept and used by the Fédération, its agents or subcontractors solely for the purposes of the Service. The Fédération shall only disclose this address to the agents or subcontractors whose services are required in the process of granting the personalized card. The cardholder authorizes the Fédération to keep and use his e-mail address to send offers for products and services that are likely of interest to him. The cardholder may withdraw this consent at any time by calling **514-397-4415** or toll-free at **1-800-363-3380** or by writing to the following address: Customer Service Department (PRP), P.O. Box **8600**, Centre-Ville Station, Montréal (Québec), **H3C 3P4**.
- p) The cardholder may request to have his personalized card replaced with a non-personalized card or with a personalized card bearing a new image no more than four (**4**) times a year; in each case he must comply with the conditions stipulated herein.

## 29. FORFEITURE OF BENEFIT OF THE TERM

In the event that the cardholder breaches any condition stipulated in this Agreement, including without limitation, where the cardholder fails to make payments by the due date in accordance with any mode of financing he will have used, as defined in Section **1** of this Agreement, then the Fédération, subject to the *Consumer Protection Act*, may require immediate repayment of all the amounts owed by the cardholder, regardless of whether they are due and payable.

## 30. CLAUSES REQUIRED UNDER THE CONSUMER PROTECTION ACT (SECTION 125)

These provisions apply only if the cardholder is a consumer as defined by the Act.

### Clause of forfeiture of benefit of the term

Before availing himself of this clause, the merchant must forward to the consumer a notice in writing and, unless he is exempted in accordance with Section **69** of the General Regulation, he must forward to him a statement of account.

In thirty (**30**) days following the receipt by the consumer of the notice and where necessary, of the statement of account, the consumer may:

- a) either remedy the fact that he is in default;
- b) or present a motion to the Court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to Sections **104 to 110** of the *Consumer Protection Act* as well as to Section **69** of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.

### Contract extending variable credit for the use of a credit card

For the purpose of this contract, the sole fact that the card has been issued replaces the merchant's signature and the sole use of the card by the consumer replaces the consumer's signature.

In the event of loss or theft of a credit card, the consumer incurs no liability for a debt resulting from the use of such card by a third person after the issuer of the card has been notified of the loss or theft by telephone, telegraph, notice in writing or by any other means. Even where such notice is not given, the liability of the consumer whose credit card has been lost or stolen is limited to the sum of fifty dollars (**\$50**). At the end of each period, the merchant, if he has a claim with regard to a consumer, must furnish the latter with a statement of account mailed at least twenty-one (**21**) days before the date on which he may exact credit charges if the consumer does not discharge his entire obligation; credit charges for advances of money may start as of the date of the advance up until the date of payment.

The consumer may require the merchant to forward him, without charge, a copy of the vouchers for each of the transactions described in the statement of account.

Until the consumer receives statement of account at his address, the merchant must not exact credit charges on the unpaid balance, except on cash advances.

It is in the consumer's interest to refer to Sections **29, 123, 124, 126** and **127** of the *Consumer Protection Act* and, where necessary, to communicate with the Office de la protection du consommateur.

