

## 1. DEFINITIONS

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

- **AccèsD Internet service:** service offered via an access system, such as a computer, making it possible for holders to carry out transactions as defined in the present Terms of Use – Desjardins Business Debit Card.
- **Access code:** access code consisting of information shown on a card or any other access code authorized.
- **Access system:** ATM, point-of-sale terminal, Touch-Tone phone connected to a Touch-Tone line, smartphone, computer or other device allowing the holder to carry out transactions in the accounts held by the member at the caisse or a subsidiary.
- **Authorized transit:** amount set by the caisse and up to which it accepts to refrain from withholding funds for negotiated instruments.
- **Caisse:** the caisse at which the member holds an account.
- **Canadian financial institution:** any Canadian financial institution other than a caisse or subsidiary as defined in this document.
- **Card:** Desjardins Business Debit Card<sup>2</sup>.
- **Confirmation number:** number designated by certain access systems that confirms a transaction carried out by the holder using the card.
- **Contactless technology:** technology which allows the holder to make a payment using their card at participating merchants without having to insert or swipe the card in a point-of-sale terminal. This technology allows the holder to complete, for example, a transaction by waving their card in front of an access system without having to enter a PIN.
- **Daily limits:** maximum limits for daily folio withdrawals made via an access system.
- **FCDQ:** Fédération des caisses Desjardins du Québec.
- **Holder:** a natural person who operates a member business or a duly authorized representative of the member who has obtained a card from the caisse.
- **Member:** a natural person, a legal person, an association or a partnership operating a business firm and who/which is a member of the caisse.
- **Merchant:** business that, through the intermediary of an access system, accepts the card as payment for products or services.
- **Password:** the holder's personal and confidential password for using the AccèsD service.
- **PIN:** the holder's confidential personal identification number.
- **Point-of-sale terminal:** electronic terminal equipped with a card reader and a keyboard, used to carry out transactions using a card.
- **Security questions:** three questions chosen by the holder, the answers to which are specific to, and known only by the holder. The holder may be asked any of these questions when logging in to AccèsD.
- **Subsidiary:** corporation controlled by the FCDQ and, for the sole purpose of lightening the text, "subsidiary" also designates the FCDQ.
- **Transaction record:** record issued by some access systems that confirms a transaction carried out by the holder using the card.
- **Unauthorized transaction:** transaction carried out after i) the holder has reported that the card has been lost or stolen; ii) the card has been cancelled or has expired; iii) the holder or the member has reported that another person may have knowledge of his/her PIN or password if, in the case of the PIN, the holder was unable to change it as soon as he/she suspected that a third party might have knowledge of it; iv) the holder was obliged, under threat, to give his/her card or divulge his/her PIN or password to a third party on condition that he/she file a police complaint, that he/she inform the caisse immediately and that he/she collaborate with any future investigation; or v) the holder's PIN or password has been appropriated or stolen without his/her knowledge.

## 2. ACCEPTANCE OF TERMS OF USE

2.1 – The holder acknowledges having in his/her possession one or several cards, as he/she wishes.

2.2 – The member and the holder acknowledges that the use of a card by the holder, as well as transactions the holder carries out with it, are subject to conditions and regulations periodically enacted by the caisse or a subsidiary, which they accept and agree to respect, including the terms and conditions set forth hereafter.

## 3. TRANSACTIONS CARRIED OUT WITH THE CARD

3.1 – The member and the holder acknowledge that one of the holder's cards may serve as an identification card at a caisse affiliated with the FCDQ.

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

3.3 – The member and the holder also acknowledge that the combined use by the holder of one of his/her cards or access codes with the PIN or password linked to it is equivalent to the holder's authentic signature and allows him/her to carry out transactions at the caisse or a subsidiary on behalf of the member via access systems (e.g. access information, deposits, withdrawals, bill payments, transfers, pay merchants).

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

3.5 – Any member who, in order for financial transactions to be valid, has chosen to carry them out through more than one representative acknowledges and agrees that the holder can access only deposit, account balance, transfer, including interinstitution transfers, and passbook updating transactions via access systems. Notwithstanding the foregoing, the member acknowledges having been informed and agrees that any transfer transaction automatically gives the holder access to cash advance transactions on the VISA<sup>3</sup> Desjardins line of credit account, in order to proceed with a transfer to an account held by the member at the caisse and which is accessible using the card. Any member who, in order for financial transactions to be valid, has chosen to carry them out through more than one representative acknowledges and agrees that the holder can access only deposit transactions via access systems if the member has chosen the "deposit transactions only" option.

3.6 – Through each access system, the caisse or the subsidiary will indicate to the holder the types of transaction that may be carried out, which may vary depending on the system used, as well as the instructions necessary to complete a transaction using the system (e.g. card and PIN, access code and password).

3.7 – The holder agrees that when he carries out a contactless transaction, he/she bears the same responsibility as would be the case if the transaction was completed by entering his/her PIN in an access system. The caisse can refuse any contactless transaction for the purpose of sound risk management and to limit fraud. In such cases, the holder will have to present his/her card and enter their PIN in a point-of-sale terminal to complete the transaction.

## 4. INTER-INSTITUTION TRANSFERS

4.1 – Only those accounts that require one signature, are in Canadian currency and are held by the member in a Canadian financial institution may be included in a member's file.

4.2 – The holder agrees that funds from an inter-institution transfer may be subjected to a 0- to 7-day freeze, depending on the authorized transit granted to the member by the caisse where the funds were deposited. As such, the caisse may hold these funds while awaiting final payment from the Canadian financial institution where the withdrawal was made.

## 5. CARD OWNERSHIP

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

## 6. LOST OR STOLEN CARDS

As soon as the member or holder becomes aware of the loss or theft of a card, they agree to notify the caisse or 1 888 233-2473.

## 7. PIN CONFIDENTIALITY

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

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

7.3 – Should the member or the holder become aware of the loss of confidentiality of one of the holder's PINs, or should either of them suspect that a PIN is known by a third party, the member and the holder agree, for the purposes of the holder continuing to carry out secure transactions, to change it immediately within the Desjardins ATM network or, should this be impossible, to notify the caisse or 1 888 233-2473.

7.4 – All transactions carried out after such a PIN change do not meet the definition of "unauthorized transaction," as defined in the present Terms of Use.

## 8. PASSWORD CONFIDENTIALITY

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

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

8.3 – Should the member or the holder become aware of the loss of confidentiality of one of the holder's PINs, or should either of them suspect

that a PIN is known by a third party, the member and the holder agree that the holder shall change the password(s) immediately or, otherwise, the member and the holder shall be held liable for any damage(s) occurring as the result of any transactions carried out with this password.

## 9. CONFIDENTIALITY OF SECURITY QUESTIONS

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

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

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

## 10. FEES AND LIMITS

10.1 – The member agrees that any transactions that are carried out using the cards are subject to fees and daily withdrawal limits, including following any failure to abide by the formalities governing business firm deposit transactions. The member also agrees that the card be subject to other fees, such as card replacement or additional card fees. The caisse shall communicate the nature of these fees and limits upon request and may change them at any time. Where applicable, the member authorizes the caisse to deduct fees from its accounts. The member may have the caisse change his/her daily withdrawal limits.

10.2 – The member also accepts that transactions that are carried out at a subsidiary with the card are subject to fees. The subsidiary shall communicate these fees upon request and may change them at any time.

10.3 – A holder's use of the card shall indicate that the member and the holder accept any changes to the fees as decreed by the caisse or the subsidiary.

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

10.5 – Cross-border debit transactions: Any foreign currency purchases made using the Desjardins Business Debit Card shall be debited in Canadian funds, the conversion of which will be made using the exchange rate set by the FCDQ, or its service provider, at the time of the transaction.

## 11. TRANSACTION CONFIRMATION

11.1 – The member and the holder acknowledge that the transaction record or the confirmation number issued by the access system constitutes proof that the transaction carried out by the holder was recorded correctly. If a contactless transaction was made, the holder acknowledge that the entry of the transaction on his account statement will constitute proof that the transaction was carried out.

11.2 – Neither the caisse nor the subsidiary is obligated to provide other proof of the transaction, unless the holder or the member requires it to prevent or settle a dispute and, in this case, he/she shall provide the caisse or the subsidiary with a transaction record or transaction confirmation number.

11.3 – The member and the holder then accept that the magnetic strip, or its equivalent, on which data relating to the transactions carried out have been recorded, constitutes written proof sufficient for any legal proceeding.

11.4 – Lastly, the member acknowledges that any cheque or account statement provided to the FCDQ for the purposes of registering the holder for the interinstitution transfer feature has the same value as if it had been sent by post or hand delivered, and is admissible as proof in any legal proceeding in the same way as if it were the original document.

## 12. TRANSACTION PROCESSING HOURS

The member and the holder accept that the transactions carried out at the caisse, using one of his/her cards shall be processed as follows<sup>4</sup> :

- from Monday to Thursday before 9:30 p.m.: on the same day;
- from Monday to Thursday after 9:30 p.m.: dated the following day;
- from Friday to Saturday before 6:30 p.m.: dated Friday's date;
- from Saturday after 6:30 p.m. to Sunday inclusively: dated Monday's date.

## 13. TRANSACTION ACCURACY

13.1 – The member accepts that the accuracy of transactions carried out using the card via any access system is subject to verification and authorizes the caisse or the subsidiary to proceed with any rectifications to the member's accounts in the event of an inaccuracy or error, within ten (10) business days following such transactions. The member accepts, in addition, that the accuracy of transactions carried out at a subsidiary using the card via any access system is subject to verification and agrees that the subsidiary may, in the event of an inaccuracy or error, correct these transactions within ten (10) business days of said transactions.

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

## 14. CONFIDENTIALITY

Neither the caisse nor a subsidiary can ensure the confidential nature of transactions carried out by the holder or the member using a non-secure system.

## 15. DISPUTE RESOLUTION

15.1 – The holder or the member may, in the event of a dispute in connection with the use of the card, his/her access code, his/her password or any of his/her authentication elements, have recourse to a dispute settlement procedure, information for which may be obtained upon request from the caisse or the subsidiary concerned, or by calling 1 888 233-2473.

15.2 – Furthermore, the member and the holder accept that any problem related to merchandise delivered or services provided and paid for or obtained using the card or his/her access code and his/her password is to be settled directly with the merchant concerned and that the caisse and the subsidiary are free of any responsibility in this respect (e.g. interest, penalties).

## 16. LIABILITY

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

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

16.3 – When unauthorized transactions are carried out using the card, neither the holder nor the member shall be held liable for those transactions.

16.4 – The member agrees to notify the caisse or the subsidiary of any changes to its contact information that could affect the transactions carried out using the card (e.g. address, phone number, or client number with a supplier of services or products). The member acknowledges that neither the caisse nor the subsidiary shall be held responsible for damages ensuing from a failure to provide updated information, such as interest charges or fees claimed from the member by a supplier of products or services.

## 17. OTHER AGREEMENTS

The member acknowledges that its relationship with the caisse and/or the subsidiary may be governed by other agreements to which they may be party. In the event of a discrepancy between those agreements and these terms, these terms shall prevail.

## 18. CHANGES TO THE PRESENT TERMS

18.1 – The member and the holder acknowledge that the caisse may, unilaterally and without prior notice, change these present terms and provide notification of that fact by posting notices at various access system locations managed by the caisse or distributing them via said access systems (e.g. sending a message, notice in message box). The member and the holder may obtain a copy of said notice or of the revised terms upon request from the caisse, which has no other obligation to send them to the member or holder.

18.2 – The Terms of Use for the Desjardins Business Debit Card are included each time a card is issued, replaced or reissued.

18.3 – Transactions carried out by the holder using the card after changes to or after receipt of the Terms of Use for the Desjardins Business Debit Card constitutes acceptance of those changes and the Terms of Use by the holder and the member.

## 19. NOTICE

With the exception of notices given under section 16.4, any notice to be given to the caisse in accordance with the terms of this agreement may also be given by calling 1-888-233-2473.

## 20. CARD CANCELLATION

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

20.2 – The caisse may also cancel the card and terminate this agreement, temporarily or definitively, at any time, in which case it will not be held responsible for any losses resulting from this action.

## 21. CHANGES TO A CARD

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

## 22. APPLICABLE LAWS

This agreement shall be interpreted and governed in accordance with the laws in force in the province of the caisse's head office. Any dispute relating to the interpretation or application of this agreement may only be submitted to the courts of that province.

## 23. CODE OF PRACTICE

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

<sup>1</sup> Also known as the "Desjardins Multiservices Card".

<sup>2</sup> This trademark is owned by the Fédération des caisses Desjardins du Québec.

<sup>3</sup> VISA Int/Fédération des caisses Desjardins du Québec, registered users of this trademark.

<sup>4</sup> With the exception of some bill payments made at an ATM.