Desjardins

staples | bureau en gros

450 Boul. de Maisonneuve Ouest Montreal QC H3A 0H2

67002506 A (2019-08)

OPEN CREDIT CONTRACT

STAPLES/BUREAU EN GROS CARD - PERSONAL ACCOUNT

PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT FOR REFERENCE PURPOSES. EFFECTIVE **AUGUST 1, 2019**.

INFORMATION BOX — VARIABLE CREDIT CONTRACT FOR THE USE OF A CREDIT CARD
(*Consumer Protection Act*, section **125)**

APPROVED CREDIT LIMIT	The approved limits for your credit card are included in the document that you received with your new credit card.
ANNUAL INTEREST RATE	**19.90%** for everyday purchases. Interest rates of up to **21.90%** maximum may apply to Accord D financing, depending on the financing type chosen and the terms agreed upon at the time of financing.
GRACE PERIOD	**21 days** 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.
MINIMUM MONTHLY PAYMENT	The minimum payment due will be: 5% of your TOTAL credit card balance Or $10 if 5% of your total balance would be less than $10.
OTHER FEES	**Annual Fees** Primary card: no fees Additional card: no fees

This table is in effect as of August 1, 2019. We may modify the conditions for your credit card. This table does not contain all of the information about your credit card. See your credit contract for more information.

For the purposes of this agreement, the cardholder and additional cardholder(s) are collectively designated by the term the "cardholder". If the Fédération des caisses Desjardins du Québec ("Desjardins") issues the Staples/Bureau en Gros credit card (the "card"), the cardholder agrees to be bound by the following terms of use and all other applicable declarations when he signs the card bearing his name, when he activates the card, or when he uses it or authorizes someone else to use it. He is jointly and severally liable (solidarily liable in Quebec) for any debt incurred by using the card, and any debt may be claimed in its entirety from his heirs, beneficiaries and assigns. This acceptance also signifies the cardholder's acknowledgment of the request for the issuance of a card, regardless the form of signature used.

1. DEFINITIONS

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

"accessible device": point-of-sale equipment, touch-tone telephone, computer or any other device enabling a cardholder to carry out transactions with the card;

"Accord D financing": deferred payment financing, equal payment financing, deferred equal payment financing or multiple purchases by equal instalments made with the card;

"card": any credit card issued by Desjardins to the cardholder or a third party authorized by the former, the use of which is governed by this agreement and by any agreement amending or replacing it;

"deferred equal instalments financing": purchase by deferred payment financing that, at the end of the deferral period determined at the time of purchase, becomes payable through equal and consecutive monthly instalments determined at the time of purchase;

"deferred payment financing": purchase of a good or service using the card and, for which payment is deferred at the time of purchase for a specific time period as indicated on the account statement;

"equal instalments financing": purchase of a good or service using the card and for which payment is made in of equal and consecutive monthly instalments determined at the time of purchase;

"interest rate": the annual rate used to calculate interest charges;

"online account statement": an account statement the cardholder can view through a website or an application authorized by Desjardins;

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

"regular purchase": purchase of a good or service using the card, other than deferred payment financing, equal instalments financing or deferred equal instalments financing;

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

"transaction record": record issued by certain accessible devices confirming a transaction made by the cardholder with his card.

2. USE OF CREDIT

The card allows its cardholder to obtain credit:

a) for the payment of a regular purchase;

b) for the payment of equal instalments financing, deferred payment financing or deferred equal instalments financing;

c) by any other means Desjardins may determine.

Desjardins reserves the right to suspend use of the 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 determined in section **2** is subject to a credit limit set by Desjardins and is determined by Desjardins and indicated on the document to which your card is attached at the time of receipt and on your account statement. Credit limits may be increased upon request, at Desjardins' discretion, or decreased if Desjardins deems it appropriate after having analyzed the cardholder's file. Any purchase which results in the applicable credit limit being exceeded shall in no way be regarded as a request to increase the credit limit.

In compliance with the regulations in effect, any regular purchase that results in your credit limit being exceeded may be temporaily authorized by Desjardins, wuthout amy 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.

4. ANNUAL FEES

There is no required annual fee for the card. There is no charge for an additional card.

5. ACCOUNT STATEMENT PERIOD

One or more account statements in paper or electronic format will be sent to the cardholder every month. The cardholder must ensure that he receives the account statement every month. If the cardholder does not receive his account statement, he must communicate as soon as possible with Desjardins. Desjardins declines any liability if, for reasons beyond its control, the cardholder does not receive his statement or any other communication sent by using his address in his files or by using the other contact information it holds to reach the cardholder. The cardholder is responsible for promptly informing Desjardins of any change of address so the account statement is sent to the appropriate address. The cardholder must pay any required payment, even if he does not receive his account statement or if he receives it late for reasons beyond Desjardins' control.

SEE REVERSE →

6. MINIMUM PAYMENT FOR EACH BILLING PERIOD

The cardholder agrees to repay Desjardins for all amounts due as a result of using the card including applicable interest 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 account statement for a given period:

a) at least 5% OF THE TOTAL 1) of the balance shown on the account statement for the previous period; 2) of the regular purchases during the period covered by the account statement, 3) the interest charges applicable on purchases and monthly instalments that have not been paid by the due date shown on the account statement for the previous period; LESS 4) the payments received since the date of the account statement for the previous period; and 5) the amount of any transaction that has led to an adjustment during that period; or $10, if 5% of the previously determined amount is less than $10; and

b) the monthly payment(s) for the period covered by the account statement regarding equal instalments financing and deferred equal instalments financing; and

c) the amount of deferred payment financing, payable on the date of the account statement; and

d) any past due amounts on the date of the account statement; and

e) any other amount which Desjardins may notify the cardholder to pay.

The first monthly instalment of the balance of purchases payable by equal instalments will be billed on the first 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 deferral period determined at the time of purchase.

Subsequent instalments will be billed on subsequent statements of account. The principal and interest charges of deferred payment financing, equal instalments financing and deferred equal instalments financing are repayable in whole or in part before the due date, without penalty.

7. APPLICATION OF PAYMENTS

Payments are applied in this order: 1) interest charges posted to the account statement; 2) monthly instalments posted to the account statement on equal instalments financing and deferred equal instalments financing; 3) regular purchases posted to the account statement; 4) regular purchases that have not yet been posted to the account statement.

8. DEADLINE FOR PAYMENT WITHOUT INTEREST CHARGES

The cardholder may pay the total amount for regular purchases due on the account statement without incurring interest charges, within 21 days from the issuance date of the monthly statement.

9. ANNUAL CREDIT RATES AND CALCULATION OF INTEREST CHARGES

a) Regular purchase: interest charges do not apply to regular purchases appearing on the account statement provided the statement's total balance is paid in full by the due date shown on the statement. Otherwise, interest is charged on regular purchases appearing on the statement, calculated 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 for the period covered by the account statement. However, if the balance indicated on a subsequent statement is paid in full by the due date shown, purchases that had been unpaid will not be charged interest for the period for which full payment has been made.

Annual interest rate: 19.90%.

b) Deferred payment financing: interest charges on deferred payment purchases are calculated from the payment due date shown on the account statement, until the purchases are paid in full. If the deferred payment financing is not paid in full on the due date showing on the account statement, it is automatically converted into payments under the equal instalments program. The payment then becomes payable, in capital and interest charges (the "converted payment") at the annual rate of interest applicable to this financing program at the time of conversion, in 12 equal monthly instalments if the converted payment is less than $1,000, in 24 equal monthly instalments if the converted payment is equal to or greater than $1,000 but less than $3,000, and in 36 equal monthly instalments if the converted payment is greater than $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 30 days before the payment due date. If, on or before the due date shown on the account statement, the cardholder makes a part payment of the deferred payment purchase, the unpaid balance remaining becomes payable according to 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 21.90%.

c) Equal instalments financing: purchases by equal instalments are subject to interest charges calculated 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%.

d) Deferred equal instalments financing: purchases by deferred equal instalments financing are subject to interest charges calculated from the end of the deferral period set at the time of purchase and shown on the account statement, until the 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%.

In all cases, any reversal of payment and any dishonoured payment made by cheque or by pre-authorized debit will generate interest charges at the applicable rate as indicated in this section, as if the payment had never been made.

TABLE OF EXAMPLES OF INTEREST CHARGES

	ANNUAL COST		COST FOR A 30-DAY BILLING CYCLE	
ANNUAL INTEREST RATE	Average daily balance		Average daily balance	
	$100	$500	$100	$500
19.90%	$19.90	$99.50	$1.64	$8.18
21.90%	$21.90	$109.50	$1.80	$9.00

We calculate interest according to the annual interest rate in effect, as set out in the *Consumer Protection Act* and the *Regulation Respecting the Application of the Consumer Protection Act*.

10. LATE PAYMENT CHARGES

If the cardholder does not make the minimum payment required by the due date shown on his account statement under the heading Minimum Payment Due, he agrees to pay interest 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 of the way the credit obtained is used. In the event the cardholder is more than 30 days late in making any payment due under this agreement, interest will be charged on the interest incurred on the outstanding balance, starting on the date the minimum payment is due and until the late payment is paid in full.

Applicable only to residents outside of Quebec: if Desjardins incurs expenses to recover amounts due, including legal and judicial fees, the latter may claim them for the cardholder. These amounts will be charged to the cardholder's account on the day Desjardins claims them.

11. ONLINE ACCOUNT STATEMENT

a) Registration for the online account statement automatically puts an end to the mailing of paper account statements. However, depending on the date and time the request to register for the online account statement is received, the next statement may be sent by mail only, and will not necessarily be available online. Subsequent account statements will be available online only.

b) The cardholder acknowledges that the online account statement has the same value as the paper account statement and that it constitutes a sufficient written proof for any legal proceedings. The cardholder acknowledges that he has the responsibility of accessing and reading his online account statement and archiving it for future reference if applicable.

c) The cardholder acknowledges that Desjardins cannot be held liable for damages resulting from the inability to view the online account statement further to any acts beyond Desjardins' control, including equipment failure or problems with an Internet service provider. If the cardholder is unable to view the online account statement, Desjardins should be contacted immediately.

d) Desjardins may at any time suspend access to the online account statement and send the statement by mail.

12. COMMUNICATIONS WITH THE CARDHOLDER

Should Desjardins have any questions regarding the account/card, the cardholder specifically authorizes Desjardins to contact him at his place of business or at any other coordinates, at Desjardins' discretion. Any communication with one cardholder on the account will be considered communication with all cardholders on the account. This authorization also includes communications via text message using a mobile device or via email to any electronic address, the coordinates of which appear on the cardholder's account.

The cardholder can call Desjardins at 1-800-363-3380 for information on your account, to update your contact information, or to make a payment.

If the cardholder uses a TTY, he can contact Desjardins through the relay service at 1-800-855-0511.

If the cardholder's card is lost or stolen, he must call Desjardins at 1-800-363-3380.

13. AMENDMENTS TO THE TERMS OF THE AGREEMENT

Except for the interest indicated in sections 9 **b)**, 9 **c)**, and 9 **d)** applicable to purchases already made, Desjardins reserves the right to increase the aforementioned interest rates, by 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 amend the terms of this agreement, subject to at least 30 days notice. The cardholder may refuse it and terminate this agreement without cost or penalty by sending Desjardins a notice to this effect no more than 30 days following the effective date of the amendment if the amendment leads to an increase in his obligation or a reduction of Desjardins' obligation, in which case the cardholder will pay the balance owing according to the terms of this agreement.

14. CARD VALIDITY

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

15. CARD CANCELLATION

The card is the property of Desjardins, the latter reserves the right to rescind the currently authorized credit limit, to revoke the card and take possession of it, or have it repossessed, and to cancel any service available with the card without prior notice to the cardholder. Desjardins shall not be held liable in this or in any other event and the cardholder remains liable for any amount indicated on his account statement.

16. DESJARDINS' RESPONSIBILITY

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

17. LOSS OR THEFT OF CARD

If the card is used without the cardholder's authorization, he can not be held liable fot losses incurred after notifying Desjardins of the loss or theft of said card. Even if the cardholder fails to notify Desjardins, the latter's liability is limited to $50.

18. CARD-NOT-PRESENT TRANSACTION

The cardholder acknowledges that should he make a transaction by simply providing the card number and not presenting the card (e.g., telephone or online transaction), his liability is the same as if he had signed a supporting document.

19. DISPUTES

Desjardins assumes no liability whatsoever for the quality of the goods or services obtained using the card or cheques and all claims or disputes concerning bills or credit vouchers, requests for refunds, etc., should be settled directly between the cardholder and the merchant. The cardholder may also contact Desjardins if he wishes to contest a transaction that appears on the monthly account statement. He must pay all amounts charged to his card, even in the event of a dispute with a merchant.

20. CREDIT VOUCHERS

Credit vouchers will be credited to the cardholder's account on the day they are received by Desjardins, and the cardholder's obligation to pay that amount ceases on that day.

21. JOINT AND SEVERAL LIABILITY

If any card is issued to more than one cardholder, their obligations are joint and several (solidary in Quebec) and may be claimed in whole from each of their respective heirs, legatees and assignees.

22. PROOF

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

The cardholder agrees to verify every monthly account statement, and if he sees an error, he undertakes to advise Desjardins within 30 days after the statement is issued. Desjardins may, at any time, deduct from the cardholder's account any amount credited to his account in error.

The cardholder also agrees and accepts that the transaction record issued by an accessible device constitutes proof that the transaction was correctly recorded. If, as section 18 of this agreement, a card-not-present transaction was made, the cardholder agrees that the entry of the transaction on his monthly account statement constitutes proof of the transaction. 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. In such case, he must provide Desjardins with a transaction record confirming the purchase. The cardholder agrees that any medium on which the transaction data is stored constitutes sufficient written proof for all legal proceedings.

23. TERMINATION OF THE AGREEMENT (APPLICABLE ONLY TO RESIDENTS OUTSIDE OF QUEBEC)

Desjardins may terminate this agreement at any time and without notice if the cardholder is in breach of this agreement, including if the cardholder fails to make sufficient payment by the due date, in accordance to the terms of credit, or if the cardholder goes bankrupt, becomes insolvent or makes a proposal under the Bankruptcy law. If this agreement is terminated, Desjardins or its agents may, subject to the laws of the province of residence of the cardholder, do any or all of the following:

a) full and immediate repayment of the amount owed and the interest, whether due or unpaid;

b) debit any account the debtor has with Desjardins and apply the funds against the overdraft and interest due under this agreement;

c) take possession of all unused cards.

If this agreement is terminated, the cardholder remains liable for the amounts due and their interest and must return unused cards to Desjardins. If a card is used after the termination of this contract, the cardholder is liable for the debt incurred and interest. The cardholder, however, is not liable of any debt incurred as the result of unauthorized use of a card after it was returned to Desjardins. The cardholder must pay all legal fees and expenses (on a solicitor-client basis) that Desjardins will have incurred to obtain the amounts due or the interest as well as any fees Desjardins will have incurred to take possession of the card.

24. CESSION

Desjardins may yield its rights and obligations under the terms of this agreement without prior notice to the cardholder.

25. PERSONAL INFORMATION

Desjardins establishes a file in the cardholder's name for the purpose of allowing him to receive financial services related to the credit and payment. The personal information in this file is kept on the premises of Desjardins or its representatives and is consulted by their employees when justified in the performance of their duties. Desjardins may also create nominative lists of its cardholders and share them with third parties for business prospection purposes. The cardholder may exclude his name from nominative lists of names created by Desjardins.

This personal information may be kept by Desjardins or its representatives outside Canada, and may be shared with authorities of the country where it is stored, in compliance with applicable laws. The cardholder has the right to know the contents of his file and to have any inaccurate information corrected. For all these requests, the cardholder must write to: Customer Service (PRP), P.O. Box 8600, Centre-Ville Station, Montreal (Quebec) H3C 3P4. The cardholder also has a right to access and correct his file by addressing a written request to the personal information agent.

The cardholder agrees that Desjardins may obtain and update, from any personal information agent, financial institution, employer or credit card issuer ("Third Parties"), only the information required for the subject of its file, i.e., the provision of financial services pertaining to credit and payment services, in order to prove his identity and investigate his personal background, to determine his eligibility for the products and services offered by Desjardins, to maintain the accuracy and integrity of the information held by a personal information agent (e.g., credit bureau), to obtain information on operations carried out as part of his relationship with Desjardins and other financial institutions to understand his financial habits, such as his payment history and solvency. The cardholder authorizes Third Parties to disclose such information to Desjardins, even if it is in an inactive or closed file. The applicant also authorizes Desjardins to disclose to any personal information agent, financial institution, credit card issuer, service provider, potential assignees or anyone else authorized by law, any information on financial commitments towards Desjardins resulting from the use of the card.

Authorization for the collection and disclosure of information by Staples Canada Inc.

The cardholder also consents to the following unless he revokes said consent:

a) the disclosure by Desjardins to Staples Canada Inc. and the collection by Staples Canada Inc., of the personal information held by Desjardins (address, telephone number, birthdate, etc.), including information regarding the cardholder's use of the card (card balance, transaction amounts, payment history, credit limit, available balance, etc.) (collectively, "cardholder information");

b) the disclosure by Staples Canada Inc. to its merchants, providers, franchisees and affiliates (collectively, "merchant third parties"), and the collection by merchant third parties, of cardholder information;

c) the use of cardholder information by Staples Canada Inc. and merchant third parties to deliver advertising with respect to products and services offered by Staples Canada Inc. and merchant third parties that are of interest to or may interest the cardholder.

If the cardholder would like to revoke his authorization for paragraphs **a)** to **c)** above, he may inform Desjardins by writing to the address indicated earlier in this section.

26. TRANSMITTING DATA TO THIRD PARTIES

The cardholder agrees that Desjardins may collect information from entities involved in a card transaction, including merchants, their subsidiaries, agents and employees, and discloses information to them when required to process, authorize or authenticate a transaction. He understands and agrees that this information may include the type of device used to make a card-not-present transaction and his IP address.

27. ADDITIONAL INFORMATION

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

28. OPTIONAL SERVICES (NOT APPLICABLE TO QUEBEC RESIDENTS)

The cardholder may sign up for certain services and benefits provided by suppliers independent of Desjardins. He is hereby informed that Desjardins cannot be held liable for services and benefits it does not provide directly. In the event of a dispute, he must contact the service or benefit supplier.

The terms and conditions for all optional services are indicated in a separate agreement and are not part of this agreement, even if Desjardins collects fees for certain optional services.

The cardholder can cancel any optional service at any time while this agreement is in effect by giving the service provider 30 days' notice, or less, as specified in the documentation for the applicable optional service.

The cardholder may not be advised by every provider of the optional services associated with the card if said optional services are modified or ended, unless the law requires advanced or other notice. He must therefore contact the providers to find out if services have been modified or ended.

29. SEVERABILITY

Each provision in this agreement is distinct and severable, and should any one provision be declared null, invalid, illegal or unenforceable by the courts, it shall not affect the validity, legality or enforceability of any other provision herein.

30. WAIVER

Except as expressly provided, any waiver of rights by one of the parties to this agreement shall only be binding if executed in writing. No waiver of any provision of

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this agreement shall constitute a waiver of any other provision, nor shall it constitute a continuing waiver, unless otherwise expressly provided.

31. APPLICABLE LAWS

This agreement will be governed and interpreted in accordance with the laws of the province or territory where the cardholder resides or most recently resided and the laws of Canada, as applicable. If he 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.

32. FORFEITURE OF BENEFIT OF THE TERM (ONLY APPLICABLE TO QUEBEC RESIDENTS)

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 Desjardins, subject to the *Consumer Protection Act*, may require immediate repayment of all amounts owed by the cardholder, whether or not they are due and payable.

33. CLAUSES REQUIRED UNDER THE *CONSUMER PROTECTION ACT* (SECTION 125) (ONLY APPLICABLE TO QUEBEC RESIDENTS)

These provisions apply only in Quebec and 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 him an account statement.

Within 30 days following the receipt by the consumer of the notice and, where necessary, of the account statement, 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* (chapter P-40.1) 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

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The open credit merchant or the mer's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payare made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to $50. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account.The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement.The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authoby the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the *Consumer Protection Act* (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.