

**IMPORTANT - Please read this document carefully and keep it for reference purposes. EFFECTIVE AUGUST 1, 2019.**

**OPEN CREDIT CONTRACT FOR THE FOLLOWING CARD:  
BRICK VISA DESJARDINS**

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	A maximum rate of <b>21.90%</b> for everyday purchases. A maximum rate of <b>21.90%</b> for cash advances. Interest rates of up to <b>21.90%</b> 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	<b>21 days</b> If you pay the total balance on your statement in this time, we will not charge interest fees on this amount. We calculate this grace period starting from the date the statement is issued. <b>Exception: No grace period for cash advances</b> We charge interest on cash advances starting on the transaction date. The following transactions are considered cash advances: withdrawals at ATMs or at a caisse, promotional cheques, overdraft transfers, etc.
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	<b>Annual Fees</b> Primary card: no fees (35 \$ Quebec resident) Additional card: no fees  <b>Conversion fees on transactions in foreign currency</b> If you use your account for foreign currency transactions, we will convert them into Canadian dollars. The following fee will apply: <b>2.50%</b> of the transaction amount, after it has been converted into CAD. For example, if a US dollar transaction is converted into <b>\$100</b> in CAD, you would be charged <b>\$2.50</b> . We apply the exchange rate in effect on the transaction date. This rate is set by the credit card payment network.

This table 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 a Brick Visa Desjardins card (the “card”) is issued by The Fédération des caisses Desjardins du Québec (“Desjardins”) to the cardholder, the latter, when he signs the card bearing his name, when he activate or uses it for the first time or authorizes a third party to use it, accepts to be bound by the following terms and conditions and any other accompanying declaration, if any. The cardholder agrees to be liable (solidarily liable in Quebec) for any indebtedness incurred through the use of the card, and if the cardholder is comprised of more than one person, each person, including any of their heirs, legatees and assigns, shall be jointly and severally liable (solidarily liable in Quebec). 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:

- access card:** a debit card that is issued by a financial institution and is subject to the terms and conditions applicable to the use of access cards;
- accessible device:** automated teller machine, point-of-sale equipment, Touch-Tone telephone, computer 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, multiple purchases by equal instalments, cash advance by equal instalments or an RRSP financing made with the card;

**balance transfer:** cash advance requested by the cardholder for the purposes of processing a payment of an unpaid balance of a credit card account of the cardholder with another financial institution than Desjardins, which advance is paid directly by Desjardins to this account;

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

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

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

**contactless technology:** technology which allows a cardholder to make a payment using the card at participating merchants for an amount determined by the merchant without having to enter or swipe the card in point-of-sale equipment; this technology allows the cardholder, for example, to simply “wave” the card or, where Desjardins allows, an eligible mobile device for which the card has been set up, in front of the point-of-sale equipment without having to sign a transaction slip or enter a PIN number;

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

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

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

**financial institution:** a caisse which is a member of the Fédération des caisses Desjardins du Québec, the Fédération des caisses populaires de l’Ontario inc. or Caisse populaire acadienne limitée;

\*Only available to cardholders that are account holders at a caisse populaire that is a member of the Fédération des caisses Desjardins du Québec or the Fédération des caisses populaires de l’Ontario inc.

**SEE REVERSE ⇨**

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

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

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

**overdraft cash advance<sup>1</sup>:** cash advance on the card to cover any transaction on the said account when the balance available in the holder's PC account is insufficient;

**overdraft transfer<sup>1</sup>:** service offered with the card whereby the cardholder authorizes his financial institution to draw an overdraft cash advance on his account to cover, when the balance available on his PC account is insufficient, any transaction on the said account, regardless the nature of the transaction (withdrawal, cheque, bill payment, transfer, etc.), without exceeding **\$5,000** per day;

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

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

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

**regular purchase:** the purchase of a good or service using the card, other than deferred payment financing, equal instalment 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 given by certain accessible devices confirming a transaction made by the cardholder with his card;

**unauthorized transaction:** transaction made after **1)** the cardholder has reported his 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 PIN; **4)** the cardholder was forced, under threat, to hand over his card or to give his PIN to a third party, subject to the cardholder filing a complaint with the police authorities, notifying Desjardins forthwith and collaborating with any subsequent investigation or **5)** the cardholder had his PIN stolen without his knowledge.

## 2. USE OF CREDIT

The card allows its cardholder to obtain credit:

- a) for the payment of a regular purchase or in the form of cash advances or by using a cheque;
- b) for equal instalments financing, deferred equal instalments financing or a deferred payment financing; and
- c) by any other means Desjardins may establish.

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

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 AMOUNT OF CREDIT

Any use of credit established in section **2** is subject to a credit limit, which the amount is determined by Desjardins and is indicated on the document to which your card is attached at the time of receipt and on your account statement. Either limit may be increased, at Desjardins discretion, upon request from the cardholder, or decreased if Desjardins deems it appropriate after analyzing the cardholder's file. Any cash advance, cheque or purchase which results in the applicable credit limit being exceeded shall in no way be regarded as a request to increase the credit limit.

In compliance with the regulations in effect, any regular purchase that results in your credit limit being exceeded may be temporarily authorized by Desjardins, without any obligation on its part, and cannot, in any case, be regarded as a request to increase your credit limit, nor can it result in such an increase of your credit limit.

## 4. ANNUAL FEES

For resident of Quebec only, annuals fees of **\$35** are applicable. The amount payable under this section is deemed a regular purchase within the meaning of article **9** and will be recorded to the account of the cardholder when issuing one or multiple card and, subsequently, on each anniversary date of this issue.

## 5. ACCOUNT STATEMENT PERIOD

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

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

## 6. MINIMUM PAYMENT FOR EACH BILLING PERIOD

The cardholder shall repay to Desjardins all indebtedness incurred through the use of the card as well as applicable credit charges on such indebtedness, in accordance with the terms and conditions of this agreement.

The cardholder shall pay in one payment, by no later than the due date shown on the account statement for a given period, the aggregate of the following:

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

The first monthly instalment for purchases made by way of equal instalments financing 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 deferred payment period determined at the time of purchase. The remaining monthly instalments will be billed on subsequent consecutive account statements. The outstanding principal amount and any credit charges relating to deferred payment financing, equal instalments financing and deferred equal instalments financing may be prepaid in whole or in part prior to the due date, without penalty.

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

## 7. APPLICATION OF PAYMENTS

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

## 8. TERMS OF PAYMENT

If the cardholder pays in full the total indebtedness on the account statement within **21** days from the issuance date of the monthly statement, the cardholder will not incur credit charges, except on cash advances and cheques.

## 9. INTEREST RATES AND CALCULATION OF CREDIT CHARGES

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

*Annual interest rate:* up to a maximum of **21.90%**.

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

*Annual interest rate:* up to a maximum of **21.90%**.

c) **Deferred payment financing:** credit charges on purchases made by way of deferred payment financing are calculated from the payment due date shown on the account statement, until such purchases are paid in full. If the total amount of a purchase made by way of deferred payment financing is not paid in full on the due date shown on the account statement, it is automatically converted into a purchase by way of equal instalments financing, repayable by equal consecutive monthly payments ("converted balance") as to principal and credit charges at the annual interest rate for the equal instalments financing plan offered by the merchant in effect at the date of conversion, by way of **12** equal monthly payments if the converted balance is less than **\$1,000**, by way of **24** equal monthly payments if the converted balance is equal to or greater than **\$1,000** and less than **\$3,000**, or by way of **36** equal monthly payments if the converted balance is equal to or greater than **\$3,000**. Notice to this effect showing the number of payments and the monthly amount of the converted balance resulting from the conversion from deferred payment financing to equal instalments financing will be

sent to the cardholder at least **30** days before the first payment due date. If, up to the due date shown on the account statement, the cardholder makes a partial payment only of a purchase made by way of deferred payment financing, the unpaid balance of such deferred purchase will be payable according to the monthly amount set for the converted balance as shown on the notice until the balance is paid in full.

Annual interest rate: in accordance with the financing plan offered by the merchant, up to a maximum of **21.90%**.

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

Annual interest rate: in accordance with the financing plan offered by the merchant, up to a maximum of **21.90%**.

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

Annual interest rate: in accordance with the financing plan offered by the merchant, up to a maximum of **21.90%**.

**f) Cheque and balance transfer:** the cheques and balance transfers are subject to credit charges calculated on the average daily balance of cheques and balance transfers, from the date they are made, at the annual interest rate in effect for the period covered by the account statement.

Annual interest rate: up to **21.90%**. If the cheques sent to the cardholder or if the balance transfer offer from Desjardins provides for a lower annual interest rate, this other rate applies to the cheques and balance transfers, and this, strictly during the period indicated by Desjardins to the cardholder (the "promotional period"). When the promotional period expires, the applicable annual interest rate shall once again be up to **21.90%**.

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

## TABLE OF EXAMPLES OF INTEREST CHARGES

ANNUAL INTEREST RATE	ANNUAL COST		COST FOR A 30-DAY BILLING CYCLE	
	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 fails to make the minimum payment required on the due date shown on the account statement under the heading Minimum Payment Due, he agrees to pay credit charges on any and all unpaid amounts as defined in section **9** calculated at the rate of up to **21.90%** per year. This annual interest rate is applicable regardless 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 to residents outside of Quebec only: If Desjardins incurs expenses to recover the 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 they are claimed by Desjardins to the cardholder.

## 11. ONLINE ACCOUNT STATEMENT

**a)** Registration for the online account statement automatically puts an end to the mailing of the paper version of the account statement. If the date of registration for the online account statement is too close to the date the cardholder's account statement is processed, a statement may be sent by mail to the cardholder only and will not necessarily be available in electronic format. Subsequent account statement will be available in electronic format only.

**b)** The cardholder acknowledges that the online account statement has the same value as the paper version of the account statement and that it constitutes sufficient written proof in any legal proceedings. The cardholder acknowledges that he is responsible for accessing his online account statement, consulting it and saving it for later viewing, if applicable.

**c)** The cardholder acknowledges that Desjardins shall not be liable for damages resulting from the inability to view the online account statement caused by actions beyond the control of Desjardins, including equipment breakdown and problems related to the Internet provider. If the cardholder cannot view his online account statement, he must contact Desjardins immediately.

**d)** Desjardins may, at any time, suspend the electronic presentation of the online account statement and send it by mail.

## 12. COMMUNICATIONS WITH CARDHOLDER

Should Desjardins have any questions regarding the cardholder's account/card, the cardholder specifically authorizes Desjardins to contact him at his place of business or by

any other means, at Desjardins discretion. Any communication made to any cardholder will be considered sufficient communication to all cardholders. 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** during regular business hours in order to obtain information regarding his account or to update his record.

The cardholder using a TTY machine may contact Desjardins at **1-800-855-0511**.

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

## 13. AMENDMENTS TO THE TERMS OF CARDHOLDER AGREEMENT

With the exception of the interest rates indicated in sections **9 c)**, **9 d)** and **9 e)** applicable to past purchases, Desjardins reserves the right to increase the aforementioned interest rates, by giving prior written notice of at least **30** days. Any increases will automatically come into effect on the date indicated in the notice.

Desjardins also reserves the right to modify any other conditions of this agreement by giving prior written notice of at least **30** days to the cardholder. However, if the amendment leads to an increase in the obligation of the cardholder or a reduction of the Desjardins obligation, the cardholder may refuse it (if the cardholder lives in Quebec) and terminate this agreement without cost or penalty by sending Desjardins notice to this effect no more than **30** days following the effective date of the amendment. If the cardholder does so, the cardholder must still pay any balance owing according to the terms of this agreement.

## 14. USE OF PIN

**a) Genuine signature:** the cardholder acknowledges that the joint use of his card with his 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 PIN:** when a cardholder selects his PIN, he undertakes not to select an obvious number (ex.: date of birth, telephone number, social insurance number, health insurance number, driver's licence number), in which case he shall be presumed having contributed to the unauthorized use of his card and shall assume all liability thereof. The cardholder further undertakes not to disclose his 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 PIN or as soon as he suspects a third person of knowing his PIN, he undertakes, in order to continue to use the card, to modify his PIN immediately or, if he is unable to do so, to notify Desjardins of this situation. Any transaction made after such modification to a PIN is no longer considered an unauthorized transaction as defined in this agreement. When unauthorized transactions are made with the cardholder's card or using the Desjardins mobile payment service, the cardholder shall not be liable for these transactions.

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

## 15. BALANCE TRANSFER

When the cardholder requests a balance to be transferred, he recognizes his full responsibility in the instructions given to Desjardins for the purpose of such transfer. Desjardins shall not be held liable for damages, including monetary loss, arising either from the instructions of the cardholder, from a delay or rejection of the transfer of balance by the financial institution to which it is intended or any other act independant from the will of Desjardins.

## 16. OVERDRAFT TRANSFER

When the cardholder signs up for overdraft transfer:

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

**b)** he undertakes that the PC account benefiting from the overdraft transfer will only require one signature;

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

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

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

## 17. CARD AND CHEQUE VALIDITY

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

## 18. CANCELLATION OF CARD AND CHEQUES

The card and the cheques remain the property of Desjardins, which reserves the right at any time to rescind the current authorized credit limit, to revoke the 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 notice to the cardholder. Desjardins shall not be liable to the cardholder in this or in any other event and the cardholder shall remain liable for any amount appearing on his account statement.

## 19. RESPONSIBILITY OF DESJARDINS

Desjardins shall not be liable to the cardholder for the refusal by a merchant to honour the card or cheques, nor for the modification, cancellation or replacement of the card's advantages or discounts by a supplier.

## 20. LOSS OR THEFT OF CARD, CHEQUES OR ELIGIBLE MOBILE DEVICE

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

## 21. CARD-NOT-PRESENT TRANSACTION AND CONTACTLESS USE OF THE CARD

The cardholder agrees that when he carries out a transaction without presenting his card and by simply providing the merchant with his 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 PIN number in an accessible device. Any transaction carried out via contactless technology, including via of a mobile device, its equivalent to using the card.

## 22. DISPUTES

Desjardins assumes no liability whatsoever for the quality of the goods or services obtained using the card, cheques or eligible mobile device and all claims or disputes (concerning sales drafts or credit vouchers, requests for refunds, etc.), must be settled directly between the cardholder and the merchant. If the cardholder wishes to discuss a disputed transaction, the cardholder should contact Desjardins. The cardholder has to pay in full any amount charged to his card, even in the event of a dispute between the cardholder and the merchant.

## 23. CREDIT VOUCHERS

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

## 24. CURRENCY CONVERSION SERVICE

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

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

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

## 25. SEVERAL LIABILITY

If the card is issued in the name of more than one cardholder on the same account, each such person shall be jointly and severally (*solidarily* in Quebec) liable for any and all indebtedness incurred, as well as interest charges on such indebtedness and may be claimed in full from their respective heirs, legatees and assigns.

## 26. PROOF

The cardholder agrees and accepts that his monthly account statement constitutes conclusive proof of indebtedness and agrees to pay the indebtedness shown on his monthly account statement in accordance with the terms of this agreement. The cardholder agrees to review each monthly statement and if an error is found, the cardholder must tell Desjardins within **30** days of the issue date of the statement. However, Desjardins may at any time remove from the cardholder's account any credits that have been posted in error.

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

## 27. TERMINATION OF AGREEMENT (APPLICABLE OUTSIDE OF QUEBEC ONLY)

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

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

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

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

## 28. ASSIGNMENT

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

## 29. PERSONAL INFORMATION

Desjardins establishes a file under the cardholder's name for the purpose of allowing him to receive financial services related to credit and payment services. The personal information in this file is kept on the premises of Desjardins or its representatives and is consulted by their employees when this is 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 Department (PRP),  
P.O. Box 8600, Station Centre-Ville,  
Montreal QC H3C 3P4.**

The cardholder also has a right to access and rectify 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 The Brick Warehouse LP:

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

- a) the disclosure by Desjardins to The Brick Warehouse LP and the collection by The Brick Warehouse LP, of the personal information held by Desjardins regarding the cardholder (address, telephone number, birthdate, etc.), including information regarding the cardholder's use of card (card balance, transaction amounts, payment history, credit limit, available balance, etc.) (collectively, "cardholder information");
- b) the disclosure by The Brick Warehouse LP 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 The Brick Warehouse LP and merchant third parties to deliver advertising with respect to products and services offered by The Brick Warehouse LP and merchant third parties that are of interest to or may interest the cardholder, including advertising by automated telephone dialers.

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.

### **30. DATA TRANSMISSING TO VISA INC. AND ITS SUBSIDIARIES**

The cardholder consents that Desjardins may collect, use and communicate to Visa inc. and, when applicable, its subsidiaries, agents, employees, representatives or merchant, on the one hand, the cardholder's information which is necessary to process, authorize and authenticate a transaction and, those which are necessary for the provision of the customer assistance service and the administration of promotional contest in order to allow the cardholder to participate in the contest. The cardholder consents that Desjardins collects from the entity involved in a credit card transaction, including the merchant, Visa inc. or Mastercard International inc., their subsidiaries, agents, employees and representatives and that Desjardins communicates the information necessary to process, authorize and authenticate a transaction. The cardholder understands and accepts that this information may include the device type used to complete a card-not-present transaction and his IP address.

### **31. ADDITIONAL INFORMATION**

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

### **32. RECURRING PAYMENTS**

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

### **33. OPTIONAL SERVICES (APPLICABLE ONLY FOR RESIDENTS OUTSIDE OF QUEBEC)**

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

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

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

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

### **34. PREAUTHORIZED PAYMENT**

The cardholder is responsible for any preauthorized payment he has authorized any merchant to charge to his card. If the cardholder wishes to discontinue any payment, he must contact the merchant and verify his account statements to ensure that the payments have been discontinued.

### **35. SEVERABILITY**

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

### **36. WAIVER**

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

### **37. GOVERNING LAW**

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

### **38. 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 the amounts owed by the cardholder, regardless of whether they are due and payable.

### **39. CLAUSES REQUIRED BY THE CONSUMER PROTECTION ACT (ART. 125) (APPLICABLE ONLY TO QUEBEC RESIDENTS)**

These mentions are applicable only in Quebec and even then, 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 the consumer a notice in writing and, unless he is exempted in accordance with section **69** of the General Regulation, he must forward him a account statement.

In **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 authorized by 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.