



# Desjardins

450 De Maisonneuve Blvd West, Montreal QC H3A 0H2

## IMPORTANT

Please read this document carefully and keep it for reference purposes.

EFFECTIVE AUGUST 13, 2017.

### VARIABLE CREDIT AGREEMENT FOR THE FOLLOWING CARDS: DESJARDINS CASH BACK VISA\*

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

## 1. DEFINITIONS

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

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

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

**balance transfer:** cash advance requested by the cardholder to settle the unpaid balance on the cardholder’s credit card account with a financial institution other than the Federation, and

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which is credited directly by the Federation to the other account;

**Card:** any credit card issued by the Federation 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;

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

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

**cheque:** cheque drawn on the cardholder’s account;

**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 the Federation 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;

**deferred equal payment financing:** purchase by deferred payment financing that, starting from the end of the deferred payment period determined at the time of purchase, is 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, for which repayment is deferred at the time of purchase for a specific time period which is indicated on the account statement;

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

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

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

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

**Desjardins mobile payment service:** a service that uses contactless technology to allow the cardholder to carry out transactions on his card with an eligible mobile device except where otherwise indicated, all references to the card in this agreement also imply the Desjardins mobile payment service, on condition that the Desjardins mobile payment service only authorizes cardholders to use the card to finance regular purchases, unless otherwise indicated by the Federation;

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

**equal payment financing:** the 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;

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

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

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

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

**overdraft cash advance:** 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:** service offered with the card whereby the cardholder authorizes his Desjardins caisse to draw an overdraft cash advance on his card to cover, when the balance available on his PC account is insufficient, any transaction on the said account, regardless of 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 Desjardins caisse 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 (e.g.; point-of-sale terminal);

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

**RRSP financing:** advance of cash obtained using the card for the purchase of a Desjardins RRSP product, for which payments of capital and interest may begin following a deferred capital payment period at the cardholder's request. During this deferred capital payment period, only the interest is payable. At the end of the deferred capital payment period, payments of capital and interest are by way of equal and consecutive monthly instalments determined at the time the RRSP financing is made. If the deferred capital payment period is not requested, the RRSP financing is refundable by way of equal and consecutive monthly instalments determined at

the time the RRSP financing is made, in the same manner as a cash advance by equal instalments;

**signature:** method used by the cardholder to indicate his consent, 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 or eligible mobile device lost or stolen, **2)** the card has been cancelled or declared expired, **3)** the cardholder, pursuant to this Agreement, has reported that another person may be aware of his PIN, **4)** the cardholder was forced, under threat, to hand over his eligible mobile device or card or to give his PIN to a third party, subject to the cardholder filing a complaint with the police authorities, notifying the Federation 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 the equal payment financing, multiple purchases by equal payment, deferred equal payment financing, a deferred payment purchase, a cash advance by equal instalments or an RRSP financing. The withdrawal by the cardholder of amounts deposited in his folio at the caisse Desjardins signifies his acknowledgment of the transaction, regardless the form of signature used to obtain the cash advance by equal instalments or the RRSP financing;
- c) by any other means the Federation 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.

The Federation 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 established in Section **2** is subject to a credit limit, which is determined by the Federation and indicated on the account statement. Either limit may be increased, at the Federation's discretion, upon request from the cardholder, or decreased if the Federation 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 be regarded as a request to increase the credit limit to the maximum amount that can then be granted to the cardholder, taking into consideration the applicable credit granting standards.

## 4. ANNUAL FEES

The Desjardins Cash Back Visa card do not carry an annual fee. If the cardholder takes advantage of the My Look personalization service, no fee is payable for the first personalization. Except during the card reissue period, a **\$5** fee applies to any replacement of a personalized card with another personalized card bearing another image. The cardholder will be notified of the said reissue period on his monthly account statement. No fee shall be payable for replacement of a personalized card with a non-personalized card governed by this Variable Credit Agreement.

Any amount payable under this section is deemed to be a regular purchase for the purposes of Section **9** and will be charged to the cardholder's account when one or more Desjardins Cash Back Visa cards are issued and at each subsequent anniversary of the date of issuance or upon any personalized card image replacement, where applicable.

## 5. ACCOUNT STATEMENT PERIOD

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

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## 6. MINIMUM PAYMENT FOR EACH BILLING PERIOD

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

- a) at least **5%** OF THE TOTAL of the following:
- 1)** the balance shown on the account statement for the previous period;
  - 2)** regular purchases during the period covered by the account statement;
  - 3)** cash advances and cheques during the period covered by the account statement;
  - 4)** applicable interest on purchases and monthly instalments that have not been paid on the due date shown on the account statement for the previous period and;
  - 5)** interest on cash advances and cheques; LESS
  - 6)** payments received since the date of the account statement for the previous period; and
  - 7)** 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 instalment(s) for the period covered by the account statement, regarding equal payment financing, multiple purchases by equal instalments, deferred equal payment financing, cash advances by equal instalments and RRSP financing; and
- c) the amount of deferred payment financing, payable on the date of the account statement; and
- d) any overdue amount on the date of the account statement; and
- e) any other amount which the Federation may notify the cardholder to pay.

The first monthly instalment of the balance of equal payment financing, cash advances repayable by equal instalments and RRSP financing will be billed on the first account statement issued following the transaction. The first monthly instalment for purchases payable by deferred equal payment financing will be

billed on the first statement issued following the end of the deferred payment period determined at the time of purchase. The first monthly instalment of the balance of multiple purchases repayable by equal instalments will be billed on the first account statement issued after the deferred payment period – equal payment financing purchases. The remaining monthly instalments will be billed on subsequent account statement. The principal and interest of deferred payment financing, equal payment financing, deferred equal payment financing, multiple purchases by equal instalments, cash advances by equal instalments and RRSP financing are repayable in whole or in part by the due date, without penalty.

## 7. APPLICATION OF PAYMENTS

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

## 8. TERMS OF PAYMENT

If the cardholder pays in full the total indebtedness on the account statement within **21** days from the posting of the monthly statement or from the date of its availability in electronic form, the cardholder will not incur interest, except on cash advances and cheques.

## 9. INTEREST RATES AND CALCULATION OF INTEREST

- a) **Regular purchases:** interest shall 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, the regular purchases

appearing on the statement shall be subject to interest based on the average daily balance from the date of each purchase until the purchases have been paid in full, at the annual interest rate in effect during the period covered by the account statement. However, if the balance indicated on a subsequent statement is paid in full by the due date shown, purchases not yet paid shall be exempt from interest for the period for which full payment has been made.

Annual interest rate: **19.9%**

- b) **Cash advances (except balance transfers):** all cash advances are subject to interest based on the daily average balance starting from the date they are made, at the annual interest rate applicable for the period covered by the account statement.

Annual interest rate: **19.9%**

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

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

- d) **RRSP financing:** RRSP financing is subject to interest, calculated as of the date of its appearance on the account statement until fully paid and that, at the annual interest rate in force for this financing plan offered by the Federation and chosen by the cardholder. During a deferred payment period – RRSP financing, only interest is payable. At the expiry date of the deferred payment period – RRSP financing, payments of principal and interest are payable as determined at the time the RRSP financing was made.

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

- e) **Deferred payment financing:** interest on deferred payment purchases is calculated, starting from

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the payment due date shown on the account statement, until such time as purchases are paid in full. If payment of a deferred payment purchase is not made in full at the due date appearing on the account statement, it is automatically converted into payments under the equal payment program. The payment then becomes payable, in capital and interest (the “converted balance”) at the annual interest rate applicable to this financing program at the date of conversion, into **12** equal monthly payments if the converted balance is less than **\$1,000**, into **24** equal monthly payments if the converted balance is equal to or greater than **\$1,000** and less than **\$3,000**, and into **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 resulting from the conversion of the deferred payment purchase into an equal payment 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 at 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 **19.9%**.

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

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

**g) Deferred equal payment financing:** purchases by deferred equal payment financing are subject to interest calculated from the end of the deferred payment period determined at the time of purchase and shown on the account statement, until such time as purchases are paid in full at the

annual interest rate in effect for the financing plan offered by the merchant.

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

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

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

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

Annual interest rate: **19.9%**. If the cheques provided to the cardholder or the Federation’s balance transfer offer provides for the application of a lower annual interest rate, this other rate will apply to the cheques and balance transfers only during the period indicated by the Federation to the cardholder (the “promotional period”). At the expiry of the promotional period, the applicable annual interest rate returns to **19.9%**.

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

EXAMPLES OF INTEREST CHARGES FOR A 30-DAY BILLING CYCLE				
ANNUAL INTEREST RATE		AVERAGE DAILY BALANCE		
		\$100	\$500	\$1,000
Regular Interest Rate	19.90%	\$1.64	\$8.18	\$16.36
Equal Payment Financing	19.90%	\$1.64	\$8.18	\$16.36

## 10. LATE PAYMENT CHARGES

Should the cardholder fail to make the minimum payment required on 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 regular rate of **19.9%** per year. This annual interest rate is applicable regardless the way the credit obtained is used.

## 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 statements 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 the Federation shall not be liable for damages resulting from the inability to view the online account statement caused by actions beyond the control of the Federation, including equipment breakdown and problems related to the Internet provider. If the cardholder cannot view his online account statement, he must contact the Federation immediately.

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

## 12. COMMUNICATIONS WITH CARDHOLDER

Should the Federation have any questions regarding the cardholder’s account/card, the cardholder specifically authorizes the Federation to contact him

at his place of business or at any other coordinates, at the Federation's discretion.

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

With the exception of the interest rates applicable pursuant to sections **9 c), 9 d), 9 f), 9 g)** and **9 h)** to past purchases and past cash advances, the Federation reserves the right to increase the aforementioned interest rates and annual fees, subject to giving the cardholder prior written notice of at least **30** days. Any increases will automatically come into effect on the date indicated in the notice. The Federation also reserves the right to modify any other condition of this contract, subject to giving the cardholder prior written notice of at least **30** days. However, the cardholder may refuse any such amendment and terminate this contract without cost or penalty by sending the Federation notice to such 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 in the Federation's obligation, in which case the cardholder must pay the balance owed 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 (e.g.: date of birth, telephone number, social insurance number, health insurance number, driver's licence number), in which case he shall be presumed having contributed to the unauthorized use of his card and shall assume all liability thereof, if any. The cardholder further undertakes not to disclose his PIN to anyone in any way whatsoever, nor to write it on his card or any other easily accessible document, in which case he shall also be presumed having contributed to the

unauthorized use of his card and shall assume all liability thereof, if any.

**c) Liability:** should the cardholder notice the loss of confidentiality of his PIN or as soon as he suspects a third person of knowing his PIN, he undertakes, in order to continue to make purchases or obtain cash advances, to modify his PIN immediately or, if he is unable to do so, to notify the Federation 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, the cardholder cannot be held liable for these transactions.

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

### 15. BALANCE TRANSFER

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

### 16. OVERDRAFT TRANSFER

When the cardholder signs up for overdraft transfer:

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

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

**c)** he accepts that the Federation 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 be affected accordingly;

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

**e)** he understands and accepts 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. DESJARDINS MOBILE PAYMENT SERVICE

**a) Eligibility requirements:** to use the Desjardins mobile payment service, a cardholder must **1)** have a card and have an account in good standing; **2)** have an eligible mobile device and an account in good standing with a participating telecommunications service provider authorized by the Federation; **3)** agree in advance to the terms of use of the Desjardins mobile payment service, as they may be amended from time to time and meet any other requirements set forth by the Federation, the participating telecommunications service provider or the payment application provider. The terms of use of the Desjardins mobile payment service form an integral part of this Agreement as of their acceptance by the cardholder.

**b) Cancellation or deactivation of Desjardins mobile payment service:** The Federation reserves the right to modify or terminate the Desjardins mobile payment service without notice, particularly if the cardholder no longer meets the eligibility requirements.

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## 18. 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.

## 19. CANCELLATION OF CARD AND CHEQUES

The card and the cheques remain the property of the Federation, 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. The Federation shall not be liable for any such event and the cardholder shall remain liable for any amount appearing on his account statement.

## 20. RESPONSIBILITY OF THE FEDERATION

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

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

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

## 22. CARD NOT PRESENT TRANSACTION AND CONTACTLESS USE OF THE 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 in an accessible device.

## 23. DISPUTES

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

## 24. CREDIT VOUCHERS

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

## 25. 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 the Federation 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 **2.5% \$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 the Federation or its provider on the date the credit is processed, minus a currency conversion charge of **2.5% (\$2.50 per \$100** spent).

## 26. SOLIDARY LIABILITY

If the card is issued in the name of more than one cardholder on the same account, their obligations are solidary. The Federation's claim is indivisible and may be claimed in full from their respective heirs, legatees and assignees.

## 27. 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 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. The Federation is not responsible for providing other proof of transactions, unless the cardholder requests it to avoid or settle a dispute within the meaning of this Agreement, and that in such case, he provides the Federation with a transaction record confirming the purchase or the cash advance. The cardholder agrees that any equivalent data support on which the data pertaining to the transactions made is stored constitutes sufficient written proof for all legal proceedings.

## 28. PERSONAL INFORMATION

The Federation establishes a file in the cardholder's name for the purpose of allowing him to receive financial services related to the different credit and payment services. The personal information in this

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file is kept on the premises of the Federation or its representatives and is consulted by their employees when this is justified in the performance of their duties. The cardholder has a right to access the contents of his file and to have any inaccurate information corrected. Moreover, the cardholder may exclude his name from nominative lists constituted by the Federation. 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 is also entitled to have access to his file and have it rectified by addressing a written request to the personal information agent.

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

## 29. DATA TRANSMISSION TO CERTAIN THIRD PARTIES

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

## 30. CARD PROGRAM PARTICIPATION RULES

The rules applicable to the Cash Back Program can be found on the reverse side of the document bearing the card. The terms applicable to other programs or services for which the cardholder is eligible may also be provided, identified as "Rules". The rules form an integral part of this contract. The participation rules applicable to the Cash Back Program are also available at any time at [desjardins.com/rewards](http://desjardins.com/rewards) or by calling **1-800-363-3380**.

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

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

- a) The cardholder undertakes to read the Image Usage Guidelines, which are available at **[www.desjardins.com/image-guidelines](http://www.desjardins.com/image-guidelines)** at the time he chooses and transmits his image; he agrees to only submit images that comply with these guidelines.
- b) The Federation reserves the right to reject any image deemed unacceptable, for any reason whatsoever.
- c) The Federation also reserves the right to deny access to the Service to any cardholder who repeatedly submits images that do not meet the Image Usage Guidelines.
- d) The cardholder states that to his knowledge, the uploaded file does not contain any computer viruses.
- e) The cardholder represents that he owns the image or that the owner of the image and any third party represented thereon, where applicable, agree that he, the Federation, its agents or subcontractors may store, reproduce, use and modify the image as required for the Service. The cardholder grants the same consent for an image that he owns.
- f) The Federation reserves the right to require reasonable proof from the cardholder that he created the image or that he has permission to

use the image and has obtained the consent(s) mentioned above.

- g) The cardholder shall be liable for and hold harmless the Federation, its administrators and agents with respect to any loss or damages they may suffer as a result of the breach of these terms of use by the cardholder or as a result of the Federation, reproducing, using or modifying the submitted image, or as a result of the use of the Service by the cardholder and the image being used and reproduced on the cardholder's card.
- h) The Federation shall not be liable at any time for any direct or indirect loss or damage that the cardholder may suffer due to or as a result of the use of the Service.
- i) The Federation shall not be liable for the poor quality of the image or for any failure to correctly position the image on the cardholder's personalized card.
- j) The Federation shall notify the cardholder by e-mail whether or not the submitted image has been approved. The approved image shall be stored by the Federation or its agents or subcontractors for a period they shall determine.
- k) Any personalized card that is the subject of a request for replacement or any personalized card that is about to expire shall, in accordance with this contract, be replaced with another personalized card bearing the image that was most recently submitted by the cardholder and approved by the Federation.
- l) The submitted image approved by the Federation shall be used for all cards linked to the same account.
- m) The Federation shall notify the cardholder by e-mail should it reject any image, without having to justify its decision. The Federation, its agents or subcontractors shall keep the rejected image for **30** days for customer service purposes, where applicable, and shall subsequently destroy the image, regardless the format in which it was submitted.
- n) When an image is rejected, the cardholder will be granted an extension, to be indicated in the e-mail

**SEE REVERSE**

notice of refusal, to submit an alternate image. Should the cardholder have his image rejected a second time or should he fail to submit another image within the specified time:

- i) For a new card application: a non-personalized card shall be issued. The non-personalized card will be chosen at the Federation's discretion, in accordance with the non-personalized visuals offered at the time of the card application.
- ii) For a card replacement request: the request to personalize the card or change the image shall be cancelled. No new card will be issued.
- iii) For a card expiring within **90** days: the request to personalize the card or change the image shall be cancelled and a new card will be issued before the expiry of the current card. The card shall be issued using the most recent image submitted by the cardholder and approved by the Federation or in accordance with the non-personalized visuals offered when the card is issued.
- o) The cardholder's e-mail address shall be kept and used by the Federation, its agents or subcontractors solely for the purposes of the Service. The Federation shall only disclose this address to the agents or subcontractors whose services are required in the process of granting the personalized card. However, the cardholder authorizes the Federation to keep and use his e-mail address to send offers for products and services that are likely to be of interest to him. The cardholder may withdraw this consent at any time by calling **514-397-4415** or toll-free at **1-800-363-3380** or by writing to the following address: Customer Service Department (PRP), P.O. Box **8600**, Centre-ville Station, Montreal, Quebec, **H3C 3P4**.
- p) The cardholder may request to have his personalized card replaced with a non-personalized card or with a personalized card bearing a new image no more than **4** times a year; in each case he must comply with the conditions stipulated herein.

### 32. FORFEITURE OF BENEFIT OF THE TERM

In the event that the cardholder breaches any condition stipulated in this Agreement, including

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

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

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

#### Clause of forfeiture of benefit of the term

Before availing himself of this clause, the merchant must forward to the consumer a notice in writing and, unless he is exempted in accordance with section **69** of the General Regulation, he must forward to him a statement of account. In **30** days following the receipt by the consumer of the notice and where necessary, of the statement of account, the consumer may:

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

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

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

For the purpose of this contract, the sole fact that the card has been issued replaces

the merchant's signature and the sole use of the card by the consumer replaces the consumer's signature.

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

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

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

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

\* All trademarks are the property of their respective owners.