



450 De Maisonneuve Blvd West, Montreal QC H3A 0H2

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

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

**Desjardins credit card: Modulo Visa**

INFORMATION BOX — OPEN CREDIT CONTRACT FOR USING A CREDIT CARD WITH A VARIABLE RATE

(Consumer Protection Act, section 125)

<b>Approved credit limit</b>	The approved limits for your credit card are included in the document that you received with your new credit card.																		
<b>Initial annual credit rate</b>	<p><b>10.90%</b> for regular purchases.  <b>10.90%</b> for cash advances.          These rates may be changed (see next section).          Rate of up to <b>19.90%</b> maximum may apply to Accord D financing, depending on the terms agreed upon at the time of financing.</p>																		
<b>Annual credit rate that applies if we don't receive your minimum payment by the due date</b>	<b>19.90%</b> . This rate applies to your balance if we do not receive your minimum payment by the due date indicated on your account statement. This rate will apply until you pay the minimum amount due, as well as any amounts that are past due.																		
<b>Grace period</b>	<p><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, cheques, overdraft transfers, etc.</p>																		
<b>Minimum payment for each billing period</b>	<p><b>If you used your card for the first time on or after August 1, 2019:</b>          Your minimum payment will be whichever is higher:</p> <ul style="list-style-type: none"> <li>• <b>5%*</b> of your total balance of regular purchases, cash advances and the interest calculated on this balance</li> <li>or</li> <li>• <b>\$10</b></li> </ul> <p>Plus any amounts due for Accord D financing (for example, monthly instalments) and any past due amounts.</p> <p><b>*If you used your card for the first time before August 1, 2019, your minimum payment on this balance will be 2% until July 31, 2020, and then will increase gradually in accordance with the table below:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">MINIMUM PAYMENT INCREASE</th> </tr> <tr> <th style="text-align: center;">Effective date of the increase</th> <th style="text-align: center;">Applicable percentage</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">August 1, 2020</td> <td style="text-align: center;">2.5%</td> </tr> <tr> <td style="text-align: center;">August 1, 2021</td> <td style="text-align: center;">3.0%</td> </tr> <tr> <td style="text-align: center;">August 1, 2022</td> <td style="text-align: center;">3.5%</td> </tr> <tr> <td style="text-align: center;">August 1, 2023</td> <td style="text-align: center;">4.0%</td> </tr> <tr> <td style="text-align: center;">August 1, 2024</td> <td style="text-align: center;">4.5%</td> </tr> <tr> <td style="text-align: center;">August 1, 2025</td> <td style="text-align: center;">5.0%</td> </tr> </tbody> </table> <p>For more information, see section 6 of your contract.</p>			MINIMUM PAYMENT INCREASE		Effective date of the increase	Applicable percentage	August 1, 2020	2.5%	August 1, 2021	3.0%	August 1, 2022	3.5%	August 1, 2023	4.0%	August 1, 2024	4.5%	August 1, 2025	5.0%
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<b>Other fees</b>	<p><b>Annual fees</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Primary card</th> <th style="text-align: left;">Additional card</th> </tr> </thead> <tbody> <tr> <td>Modulo Visa</td> <td>\$50</td> </tr> <tr> <td></td> <td>\$10</td> </tr> </tbody> </table>	Primary card	Additional card	Modulo Visa	\$50		\$10	<p><b>Conversion fees on transactions in foreign currency</b>          If transactions in a foreign currency are charged to your account, 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 Canadian dollars.          For example, if a U.S. dollar transaction is converted into <b>\$100</b> in Canadian dollars, 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.</p>											
Primary card	Additional card																		
Modulo Visa	\$50																		
	\$10																		

This table does not contain all of the information about your credit card. See your credit card contract for more information.

For the purposes of this contract, the cardholder and additional cardholder(s) are collectively designated by the term "the cardholder". When the cardholder is issued a Visa Desjardins card by the Fédération des caisses Desjardins du Québec («Desjardins») and signs the Visa Desjardins 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 Visa Desjardins 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 Visa Desjardins card, regardless the form of signature used.

## 1. DEFINITIONS

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

**accessible device:** automated teller machine, point-of-sale equipment, Touch-Tone telephone connected to a Touch-Tone line, computer, eligible mobile device for the Desjardins mobile payment service or any other device enabling a Visa Desjardins cardholder to carry out transactions with the Visa Desjardins 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 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 Desjardins, and which is credited directly by Desjardins to the other account;

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

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

**cheque:** cheque drawn on the account of the Visa Desjardins cardholder;

**contactless technology:** technology identified as Visa payWave which allows a cardholder to make a payment using the Visa Desjardins card at participating merchants for

maximum purchases between **\$50** and **\$150** based on merchant specifications; the transaction is carried out by simply "waving" the Visa card or eligible mobile device in front of the point-of-sale equipment, without having to sign a transaction slip or enter a Visa Desjardins PIN in an accessible device;

**deferred equal instalment 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 Visa Desjardins 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 Visa Desjardins card without having to pay credit charges;

**deferred payment period – RRSP financing:** period determined by the cardholder among those offered by Desjardins, where applicable, beginning upon the disbursement of an RRSP financing and during which only credit charges on the RRSP financing are 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 with an eligible mobile device;

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

**equal instalment financing:** the purchase of a good or service using the Visa Desjardins 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 credit charges;

**multiple purchases by equal instalments:** multiple purchases of goods or services, made during the deferred payment period – multiple purchases by means of a Visa Desjardins card,

for the accomplishment of a specified project, for which the amount is repayable by way of equal and consecutive monthly instalments determined at the end of the deferred payment period – multiple purchases;

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

**overdraft cash advance:** cash advance on the Visa Desjardins card to cover any transaction on the said account when the balance available in the holder's PC account is insufficient;

**overdraft transfer:** service offered with the Visa Desjardins card whereby the cardholder authorizes his Desjardins caisse to draw an overdraft cash advance on his Visa account to cover, when the balance available on his 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;

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

**program:** the BONUSDOLLARS® Rewards Program;

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

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

**signature:** method used by the cardholder to indicate his consent, 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 Visa Desjardins card or Desjardins mobile payment service;

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**unauthorized transaction:** transaction made after **1)** the cardholder has reported his Visa Desjardins card or eligible mobile device lost or stolen, **2)** the card has been cancelled or declared expired, **3)** the cardholder, pursuant to this contract, has reported that another person may be aware of his Visa Desjardins PIN, **4)** the cardholder was forced, under threat, to hand over his eligible mobile device or Visa Desjardins card or to give his Visa Desjardins PIN to a third party, subject to the cardholder filing a complaint with the police authorities, notifying Desjardins forthwith and collaborating with any subsequent investigation or **5)** the cardholder had his Visa Desjardins PIN stolen without his knowledge;

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

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

**2. USE OF CREDIT**

The Visa Desjardins card allows its cardholder to obtain credit:

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

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

Desjardins reserves the right to suspend use of the Visa Desjardins card without notice if it suspects any form of illicit, unauthorized or fraudulent use of said card.

**3. MAXIMUM CREDIT AMOUNT**

Any use of credit established in Section **2** is subject to a credit limit, which is determined by Desjardins and indicated on the document to which your card is attached at the time

of receipt and on your account statement. Either limit may be increased, at the discretion of Desjardins, 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 cash advance, cheque or 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**

An annual fee of **\$50** is payable for a Visa Desjardins Modulo card. An annual fee of **\$10** is also payable for each additional card.

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 Visa Desjardins Modulo cards are issued and at each subsequent anniversary of the date of issuance. In the event that the Visa Desjardins Modulo card is cancelled within **60** days after the annual fee related to the cancelled card is charged, the fee will be fully reimbursed to the cardholder.

**5. ACCOUNT STATEMENT PERIOD**

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

**6. MINIMUM PAYMENT FOR EACH BILLING PERIOD**

The cardholder shall repay to Desjardins all indebtedness incurred through the use of the Visa Desjardins card or the Desjardins mobile payment service as well as applicable credit charges on such indebtedness, in accordance with the terms and conditions of this contract. 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 or **2%\*** OF THE TOTAL of the following if the cardholder has used this card for the first time<sup>1</sup> before August 1, 2019\* **1)** of the balance shown on the account statement for the previous period; **2)** of the regular purchases during the period covered by the account statement; **3)** of the cash advances and cheques during the period covered by the account statement; **4)** of the applicable credit charges 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)** of the credit charges on cash advances and cheques; 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 an adjustment during that period; or **\$10**, if **5%** or **2%\***, as applicable, 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 instalment financing, multiple purchases by equal instalments, deferred equal instalment 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 Desjardins may notify the cardholder to pay.

\* NOTE: The minimum payment will gradually INCREASE starting August 1, 2020, for certain cardholders.

Cardholders who use their Low Interest Rate Desjardins credit card for the first time<sup>1</sup> before August 1, 2019, will see their **2%** minimum payment percentage (as mentioned above in Section **6 a)** gradually increase by half a percentage point every year, beginning on August 1, 2020 until it reaches **5%** on August 1, 2025, in accordance with the table below:

MINIMUM PAYMENT INCREASE	
Effective date of the increase	Applicable percentage
August 1, 2020	2.5%
August 1, 2021	3.0%
August 1, 2022	3.5%
August 1, 2023	4.0%
August 1, 2024	4.5%
August 1, 2025	5.0%

<sup>1</sup> The card is deemed to be used for the first time when one of the following transactions is made: regular purchase, cash advance, cheque or Accord D financing.

The first monthly instalment of the balance of equal instalment financing, cash advances repayable by equal instalments and RRSP financing will be billed on the first Visa Desjardins 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 first monthly instalment of the balance of multiple purchases repayable by equal instalments will be billed on the first Visa Desjardins account statement issued after the deferred payment period – equal instalment financing purchases. The remaining monthly instalments will

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be billed on subsequent account statement. The principal and credit charges of deferred payment financing, equal instalment financing, deferred equal instalments 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)** credit charges posted to the account statement; **2)** monthly instalments posted to the account statement for equal instalment financing, deferred equal instalment 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 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 the statement's total balance is paid in full by the due date shown on the statement. Otherwise, the regular purchases appearing on the statement shall be subject to credit charges based on the average daily balance from the date of each purchase until the purchases have been paid in full, at the annual interest rate in effect during the period covered by the 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 credit charges for the period for which full payment has been made.

Annual interest rate: **10.90%**

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

Annual interest rate: **10.90%**

**c) Cash advances by equal instalments:** cash advances by equal instalments are subject to credit charges calculated from the date they are posted to the 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 Desjardins and chosen by the cardholder.

Annual interest rate: based on the financing plan offered by Desjardins and chosen by the cardholder, not exceeding **19.90%**.

**d) RRSP financing:** RRSP financing is subject to credit charges, 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 Desjardins and chosen by the cardholder. During a deferred payment period – RRSP financing, only credit charges are payable. At the expiry date of the deferred payment period – RRSP financing, payments of principal and credit charges are payable as determined at the time the RRSP financing was made.

Annual interest rate: based on the financing plan offered by Desjardins and chosen by the cardholder, not exceeding **19.90%**.

**e) Deferred payment financing:** credit charges on deferred payment purchases are calculated, starting from 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 instalments program. The payment then becomes payable, in capital and credit charges (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 instalments purchase is sent to the cardholder at least **30** days before the payment due date. If, on or before the due date shown on the account statement, the cardholder makes a part payment of the deferred payment purchase, the unpaid balance remaining becomes payable 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 **19.90%**.

**f) Equal instalment 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 **19.90%**.

**g) Deferred equal instalment financing:** purchases by deferred equal instalment 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 **19.90%**.

**h) Multiple purchases by equal instalments:** multiple purchases by equal instalments are subject to credit charges, calculated from the expiry date of the deferred payment period 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 **19.90%**.

**i) Cheques and balance transfers:** all cheques and balance transfers are subject to credit charges 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: **10.90%**. If the cheques provided to the cardholder or Desjardins'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 Desjardins to the cardholder (the "promotional period"). At the expiry of the promotional period, the applicable annual interest rate returns to **10.90%**.

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 CREDIT CHARGES FOR A 30-DAY BILLING CYCLE

	ANNUAL INTEREST RATE	AVERAGE DAILY BALANCE		
		\$100	\$500	\$1,000
Regular Interest Rate	10.90%	\$0.90	\$4.48	\$8.96
Cash advance	19.90%	\$1.64	\$8.18	\$16.36

We calculate interest according to the annual interest rate in effect, as set out in the *Consumer Protection Act* and the

## 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 credit charges on any and all unpaid amounts (as defined in Section 9) calculated at the rate of **19.90%** per year. This annual interest rate is applicable regardless the way the credit obtained is used. This interest rate is applicable until receipt of the minimum required payment indicated on his account statement under the heading Minimum Payment Due, when the annual rate of **10.90%** will begin to apply again.

## 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 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 Visa Desjardins account/card, the cardholder specifically authorizes Desjardins to contact him at his place of business or at any other coordinates, at the discretion of Desjardins. 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.

## 13. AMENDMENTS TO THE TERMS OF THE OPEN CREDIT CONTRACT

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, Desjardins 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. Desjardins 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 Desjardins 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 Desjardins's obligation, in which case the cardholder must pay the balance owed according to the terms of this contract.

## 14. USE OF VISA DESJARDINS PIN

- a) **Genuine signature:** the cardholder acknowledges that the joint use of his Visa Desjardins card with his Visa Desjardins PIN is the same as his genuine signature to enable him to carry out, through an accessible device, purchases and cash advances, as provided for under this contract.
- b) **Selection and confidentiality of Visa Desjardins PIN:** when a cardholder selects his Visa Desjardins 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 Visa Desjardins 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 Visa Desjardins PIN or as soon as he suspects a third person of knowing his Visa Desjardins PIN, he undertakes, in order to continue to make purchases or obtain cash advances, to modify his Visa Desjardins PIN immediately or, if he is unable to do so, to notify Desjardins of this situation. Any transaction made after such modification to a Visa Desjardins PIN is no longer considered an unauthorized transaction as defined in this contract. When unauthorized transactions are made with the cardholder's

Visa Desjardins card or using the Desjardins mobile payment service, the cardholder cannot be held 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'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 Desjardins for the purposes of said transfer. Desjardins 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 Desjardins'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 Visa Desjardins 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 Desjardins may reserve on his Visa Desjardins 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 Visa Desjardins card with the cardholder;
- e) he understands and accepts that the amounts reserved on his Visa Desjardins card to honour a transaction in process will be released and applied to the said transaction, even after the suppression or withdrawal of the overdraft transfer.

## 17. DESJARDINS MOBILE PAYMENT SERVICE

- a) **Eligibility requirements:** to use the Desjardins mobile payment service, a cardholder must **1)** have a Visa Desjardins card and have an account in good standing; **2)** have an eligible mobile device and an account in good

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standing with a participating telecommunications service provider authorized by Desjardins; **3)** meet any other requirements set forth by Desjardins, the participating telecommunications service provider or the payment application provider.

**b) Virtual card:** to use the Desjardins mobile payment service, a virtual card associated with the cardholder's current credit card account but with a separate number is issued. No card will be sent to the cardholder and the card number can only be used to carry out Desjardins mobile payment service transactions.

**c) Cancellation or deactivation of Desjardins mobile payment service:** the cardholder may at any time cancel his registration for the Desjardins mobile payment service by calling Desjardins at **1-800-363-3380**. Desjardins reserves the right to modify or terminate the Desjardins mobile payment service without notice if the cardholder no longer meets the eligibility requirements.

**d) Responsibility of Desjardins:** Desjardins shall not be liable for the refusal of a merchant to honour the Desjardins mobile payment service or for the reliability of the point-of-sale equipment and the mobile device used to carry out the transaction.

## 18. CARD AND CHEQUE VALIDITY

The cardholder agrees not to use the Visa Desjardins card, cheques or the Desjardins mobile payment service before the validity date or after the expiry date indicated on the card.

## 19. CANCELLATION OF CARD AND CHEQUES

The Visa Desjardins 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, subject to applicable legislation at the cardholder's residence. Desjardins shall not be liable for any such event and the cardholder shall remain liable for any amount appearing on his Visa Desjardins account statement.

## 20. RESPONSIBILITY OF DESJARDINS

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

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

If a Visa Desjardins 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 Desjardins is notified of the loss, theft of the Visa Desjardins 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 VISA DESJARDINS CARD

The cardholder agrees that when he carries out a transaction without presenting his card and by simply providing the merchant with his Visa Desjardins credit card number (for example, transactions made over the telephone or online transactions) or carries out a contactless transaction, he bears the same responsibilities as would be the case if the transaction was completed by signing a transaction slip or entering his Visa Desjardins PIN in an accessible device. Any transaction carried out via contactless technology, including via a mobile device, is equivalent to using the card.

## 23. DISPUTES

Desjardins assumes no liability whatsoever for the quality of the goods or services obtained using the Visa Desjardins card, cheques or eligible mobile device 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 Desjardins 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 Desjardins, and the cardholder's obligation to pay that amount ceases on that day.

## 25. CURRENCY CONVERSION SERVICE

All Visa Desjardins purchases or cash advances made in a foreign currency are payable in Canadian currency converted at the exchange rate in effect as determined by 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 contract and will be charged to the cardholder's account on the date the currency is converted.

In the event that a foreign currency conversion transaction is credited to the cardholder's Visa Desjardins account, the transaction will be converted 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)**.

## 26. SOLIDARITY LIABILITY

If the Visa Desjardins card is issued in the name of more than one cardholder on the same account, their obligations are solidary 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 contract.

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 contract, 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 contract, and that in such case, he provides Desjardins 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

Desjardins establishes a file in the cardholder's name for the purpose of allowing him to receive financial services related to the different credit and payment services. The personal information in this file is kept on the premises of 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 prospecting purposes.

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The cardholder may exclude his name from nominative lists constituted by Desjardins. Moreover, the cardholder has a right to access the contents of his file and to have any inaccurate information corrected. He is also entitled to have access to his file and have it rectified by addressing a written request to the personal information agent. 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 agrees that Desjardins 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 Desjardins within the context of his business dealings with it. The cardholder authorizes any Third Parties to disclose such information to Desjardins, even though said information may be found in an inactive or closed file. The cardholder agrees that Desjardins may disclose to any personal information agent, financial institution and credit card issuer any financial commitments towards Desjardins arising from the use of the Visa Desjardins credit card.

### 29. DATA TRANSMISSION TO CERTAIN THIRD PARTIES

The cardholder agrees that Desjardins 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. RECURRING PRE-AUTHORIZED TRANSACTIONS

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 **1-800-363-3380**.

### 31. CARD PROGRAM PARTICIPATION RULES

The rules applicable to the BONUSDOLLARS Rewards 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 BONUSDOLLARS Rewards Program are also available at any time at [desjardins.com/rewards](http://desjardins.com/rewards) or by calling **1-800-363-3380**.

### 32. ADDITIONAL INFORMATION

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

### 33. FORFEITURE OF BENEFIT OF THE TERM

In the event that the cardholder breaches any condition stipulated in this contract, 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 contract, then Desjardins, 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.

### 34. 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* (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.

### **Open credit contract 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 merchant'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

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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.