

**When the authorized representative signs the Visa Desjardins card, issued by the Fédération des Caisses Desjardins du Québec (hereinafter the "Federation") in the name of the company that he represents (the "company") for his use, or when he uses it for the first time, he accepts the conditions of use set forth in this PIN Use Agreement.**

**1. DEFINITIONS**

Unless indicated otherwise, the following terms and expressions in this Agreement shall have the meaning given below:

**"Accessible device"** means an 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 an authorized representative to carry out transactions with the Visa Desjardins card.

**"Authorized representative"** means a physical person duly authorized by the company to hold and use a Visa Desjardins card and whose name appears on the said card.

**"Cheque"** means a cheque drawn on the Visa Desjardins account of the company that enrolled in the *Business Cheques Service*.

**"Contactless technology"** means the technology which allows an authorized representative to make a payment using the Visa Desjardins card at participating merchants for an amount determined by the merchant without having to enter or swipe the Visa Desjardins card in an accessible device; this technology allows the authorized representative, for example, to simply "wave" the Visa Desjardins card or, where Desjardins allows, an eligible mobile device for which the Visa Desjardins card has been set up, in front of the accessible device without having to sign a transaction slip or enter a PIN.

**"Desjardins Mobile Payment Service"** means a service that uses contactless technology to allow the holder or authorized representative to carry out transactions with an eligible mobile device.

**"Eligible mobile device"** means a mobile device that meets the Federation's requirements and onto which the Desjardins Mobile Payment Service application may be downloaded.

**"Unauthorized transaction"** means a transaction made after (i) a Visa Desjardins card or eligible mobile device is reported lost or stolen, (ii) the Visa Desjardins card has been cancelled or declared expired, (iii) the authorized representative, pursuant to this Variable Credit Agreement, has reported that another person may be aware of his Visa Desjardins PIN, (iv) the authorized representative was forced, under threat, to hand over his Visa Desjardins card or to give his Visa Desjardins PIN to a third party, subject to the authorized representative filing a complaint with the police authorities, notifying the Federation forthwith and collaborating with any subsequent investigation, or (v) the authorized representative had the Visa Desjardins PIN stolen without his knowledge.

**"Visa Desjardins card"** means any Visa credit card issued by the Federation in the name and to the benefit of the company for use by its authorized representatives.

**2. USE OF VISA DESJARDINS PIN**

**a) Genuine signature:** The holder acknowledges that the joint use of the Visa Desjardins card with an authorized representative's Visa Desjardins PIN is the same as the authorized representative's 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 Visa Desjardins PIN:** When the authorized representative 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 to have contributed to the unauthorized use of his Visa Desjardins card and assume all liability therefor, if any. The authorized representative 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 to have contributed to the unauthorized use of his Visa Desjardins card and assume all liability therefor, if any.

**c) Liability:** Should the authorized representative 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, before continuing to make purchases or get cash advances, to modify his Visa Desjardins PIN immediately or, if he is unable to do so, to notify the Federation of the 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 an authorized representative's Visa Desjardins card, the holder cannot be held liable for these transactions. The holder acknowledges that the Federation cannot be held liable for damages, including monetary losses, resulting from the inability to use 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.

**d)** The authorized representative agrees and accepts that the Federation may, unilaterally and without prior notice, amend the terms hereof and inform him of such amendment by way of a notice posted in various accessible device locations. He may obtain a copy of this notice or of the revised terms from a Desjardins Caisse or make a request to the Federation to that effect at 1 800 266-5662.

Use of the card after this notice of amendment will constitute acceptance by the authorized representative of the amended conditions.

**3. USE OF THE CARD AND CHEQUES**

The authorized representative undertakes to ensure that the Visa Desjardins card, cheques and Desjardins Mobile Payment Service are used exclusively for business expense purposes. The Visa Desjardins card and Desjardins Mobile Payment Service may not be used to pay for any unauthorized or illegal regular purchase, or for the authorized representative's personal purposes. The authorized representative agrees and accepts that the Federation communicate to the company all information pertaining to his use of the Visa Desjardins card issued under this Agreement. Specifically, but without limitation, the authorized representative agrees that the merchants with which he uses the Visa Desjardins card and the Desjardins Mobile Payment Service may disclose to the Federation, in order that the Federation may disclose same to the company, the details of the use made of the Visa Desjardins card and the Desjardins Mobile Payment Service, as provided below. Such disclosure is necessary to enable the company to better monitor expenses and ensure compliance with its purchasing policies. The authorized representative understands and agrees that this model is not limited to purchase categories but may include information on the type of product, cost, location, etc. The table below is provided solely as an example.

Airlines	Accommodation	Car rental	Fuel	Other than travel and entertainment costs
Flight Number	Food & Drink	Name of Lessee	Fuel Type	Recipient/ Postal Code
Departure and Arrival Time	Parking	Insurance	Quantity	Description of Item
Ticket Code	Mini-bar	Fuel	Unit Price	Product Code
	Laundry	One Way Rental	Non-Fuel Code	Quantity
	Telephone	Towing	Non-Fuel Subtotal	Unit Price
	Etc.	Etc.		Measurement Unit
				Etc.

**4. LATE PAYMENT CHARGES**

If the holder fails to make the required minimum payment by the due date indicated on his statement of account, the holder agrees to pay interest at the annual interest rate of 19.9% on any regular purchases, cash advances, cheques and instalments related to any equal instalment financing or cash advance by equal instalments already posted to the account at the time the payment becomes past due, as well as on any subsequent purchases, advances, instalments and cheques. Upon receipt of the required minimum payment indicated on the statement of account, the interest will revert to the regular interest rates that apply when the account is in good standing.

<sup>1</sup> These terms may vary over time at the discretion of the Federation but such variation shall in no way affect the validity of the agreement, nor application thereof.

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