

The applicant(s) or the company as named in the Visa Desjardins Business Freedom Solutions application form (hereinafter, the “holder”) shall be liable to the Federation des caisses Desjardins du Québec (hereinafter, the “Federation”) for any debts incurred through the use of the Visa Desjardins Business credit cards (hereinafter, the “Visa Desjardins card”) issued in the name and for the benefit of the holder for use by its authorized representatives, including any debts that may exceed the credit limits granted and subsequent use made thereof, even in cases where the latter are no longer authorized representatives of the holder. The holder acknowledges that the following undertakings shall also apply, where appropriate, to the use of cheques related to the Visa Desjardins card and any transaction carried out using the Desjardins Mobile Payment Service. As regards a partnership where the holder names several applicants, the holder and applicants shall be solidarily liable for the debts and obligations described herein, and such debts and obligations shall be indivisible and may be claimed in their entirety from the heirs, beneficiaries and assigns thereof. The holder agrees and undertakes to abide by the terms of use set forth in this Variable Credit Agreement as of the moment an authorized representative first uses the Visa Desjardins card, the Desjardins Mobile Payment Service, a cheque or when a cash advance is drawn on the Business Freedom Solutions line of credit. When an authorized representative signs or uses a Visa Desjardins card for the first time, he undertakes to comply with the PIN terms of use as stated in this Variable Credit Agreement and consents to the disclosure of information regarding his use of the card as provided for in this 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 connected to a Touch-Tone line, computer, eligible mobile device 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 holder to hold and use a Visa Desjardins card and whose name appears on the said card. Where applicable, the term “authorized representative” may also designate the holder.

“**Business Cheques Service**” means an optional service that allows an authorized representative of the holder that has enrolled in the said service to use cheques to make cash advances to pay merchants that do not accept the Visa Desjardins card.

“**Cash advance by equal instalments**” means a cash advance obtained with a Visa Desjardins card refundable by equal and consecutive monthly instalments determined when the advance is made.

“**Cash advance**” means an advance of cash obtained using the Visa Desjardins card other than a cash advance by equal instalments.

“**Cash Advance on the Business Freedom Solutions Line of Credit**” means a cash advance drawn on the holder’s master account using a Visa Desjardins card or, where applicable, a Desjardins Access Card used at an automated teller machine to make a transfer to the holder’s PCA Account.

“**Cheque**” means a cheque drawn on the Visa Desjardins account of the holder that enrolled in the Business Cheques Service.

“**Contactless technology**” means the technology identified as Visa payWave on accessible devices which allows the authorized representative to make a payment using the Visa Desjardins card at participating merchants for maximum purchases between \$50 and \$150 depending on merchant specifications; the transaction is carried out by simply “waving” the card or an eligible mobile device in front of the accessible device, without having to sign a transaction slip or enter a Visa Desjardins PIN in an accessible device.

“**Desjardins Access Card**” means a debit card issued by a Desjardins caisse the use of which is subject to the conditions of use applicable to Desjardins Access Cards.

“**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.

“**Equal instalment financing**” means the purchase of a good or service using the Visa Desjardins card and repayable by equal and consecutive monthly instalments determined at the time of purchase.

“**Master account**” means the holder’s account to which are related all of the secondary accounts of each Visa Desjardins card issued for use by the authorized representatives.

“**Online statement of account**” means a statement of account the holder or an authorized representative, if applicable, can view through a website or application authorized by the Federation.

“**PCA Account**” means a personal chequing account held by the holder at its Desjardins caisse and linked to the holder’s Master Account;

“**Regular purchase**” means the purchase of a good or service using the Visa Desjardins card or Desjardins Mobile Payment Service, other than purchases made by equal instalment financing.

“**Secondary account**” means a Visa Desjardins account card related to the holder’s master account. There are as many secondary accounts as there are Visa Desjardins cards issued in the name and to the benefit of the holder for use by its authorized representatives. The numbers of these accounts correspond to the numbers appearing on the Visa Desjardins cards issued in the name and to the benefit of the authorized representatives.

“**Transaction record**” means the record given by certain accessible devices confirming a regular purchase or cash advance made by the authorized representative with his Visa Desjardins card or the Desjardins Mobile Payment Service.

“**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 eligible mobile device, 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 Desjardins credit card issued by the Federation in the name and to the benefit of the holder for use by its authorized representatives, which card is governed by this Variable Credit Agreement.

“**Visa Desjardins PIN**” means the personal and confidential identification number the authorized representative must use with his Visa Desjardins card.

## 2. USE OF CREDIT

The Visa Desjardins card can be used to obtain credit:

- for the payment of a regular purchase or in the form of cash advances or by using a cheque;
- for equal instalments financing;
- to obtain cash advances by equal instalments;
- to obtain Cash Advances on the Business Freedom Solutions Line of Credit, including to cover, when the balance available on the holder’s PCA Account is insufficient, any transaction leading to insufficient funds in the account;
- by any other means the Federation may establish.

An authorized representative may write a cheque for any amount up to his available credit limit. A cheque may not be drawn if the holder fails to make the required minimum payment on the account by the due date indicated on the statement of account. If the amount of the cheque exceeds the credit limit available to the authorized representative at the time of payment, the cheque will be returned unpaid.

### 3. MAXIMUM CREDIT AMOUNT

The authorized representative may not exceed the credit limit, the amount of which is indicated on the monthly statement of account. This limit may be increased, at the Federation's discretion, upon request from the holder. The Federation reserves the right to cancel or amend the credit limit of an authorized representative at its entire discretion and at any time without notice to the holder or the authorized representative, in accordance with the applicable credit policies and standards of the Federation. Any cash advance, cheque or regular purchase which results in the credit limit granted to the authorized representative being exceeded may be regarded as a request to increase the credit limit to the maximum amount that can then be granted to the holder, taking into consideration the applicable credit granting standards of the Federation.

### 4. ENROLMENT AND USER FEES

Enrolment fees, including for the optional services, if any, indicated on the Visa Desjardins Business Freedom Solutions application are deemed to be regular purchases and will be charged to the account of the holder on its monthly statement of account and on the monthly statement of account of each of the authorized representatives, if any, when one or more cards are issued and at each subsequent anniversary of the date of issuance.

### 5. TERM OF EACH PERIOD FOR WHICH A MONTHLY STATEMENT OF ACCOUNT IS PROVIDED

The Federation shall send the holder and each of the authorized representatives a printed or electronic copy of their monthly statement of account.

### 6. MINIMUM PAYMENT REQUIRED FOR EACH BILLING PERIOD

The holder undertakes to reimburse the Federation, through each of its authorized representatives, for purchases and cash advances made using the Visa Desjardins card, cheques and the Desjardins Mobile Payment Service, any amounts obtained using any of the credit uses set forth herein, as well as applicable credit charges, in accordance with the terms and conditions of this Variable Credit Agreement. At the latest by the due date shown on the statement of account for a given period, the authorized representative shall send the Federation a payment representing:

- a) the entire balance, including credit charges on cash advances and cheques and on the unpaid portion of the previous month's balance; or
- b) the monthly instalment(s) for the period covered by the statement of account, with regard to equal instalment financing and;
- c) the monthly instalment(s) for the period covered by the statement of account, with regard to cash advances by equal instalment and;
- d) at least 2% OF THE TOTAL (1) of the balance shown on the statement of account for the previous period, (2) of the regular purchases during the period covered by the statement of account, (3) of the cash advances and cheques during the period covered by the statement of account, (4) of the applicable credit charges on purchases that have not been paid by the due date shown on the statement of account for the previous period, (5) of the credit charges on cash advances and cheques; LESS (6) the payments received since the date of the statement of account for the previous period, and (7) the amount of any transaction that has led to an adjustment during that period; or \$50, if 2% of the previously determined amount is less than \$50;
- e) any amount overdue on the date of the statement of account;
- f) any other amount which the Federation may notify the holder to pay.

The first monthly instalment of equal instalment financing and cash advances by equal instalments will be billed on the first Visa Desjardins statement of account issued following the transaction. The remaining monthly instalments will be billed on subsequent statements of account. The principal of equal instalment financing and cash advances by equal instalments shall be repayable in whole or in part by the due date, without penalty.

In all cases, any payment reversal and any payment made by cheque or by pre-authorized debit that is not honoured will incur credit charges at the applicable rate hereunder as though the payment had never been made.

### 7. APPLICATION OF PAYMENTS

Payments are used to cover (1) credit charges, and then in the following order (2) credit charges on the monthly amount of equal instalment financing and cash advances by equal instalments, (3) principal on equal instalment financing and cash advances by equal instalments, (4) cash advances and cheques from a previous period, (5) regular purchases that carry credit charges, (6) cash advances and cheques during the period covered by the statement of account, and (7) regular purchases recorded during the statement period.

### 8. GRACE PERIOD

The holder has a grace period of twenty-one (21) days from the date of the statement of account is mailed or from the date it is made available in electronic format, during which the total balance of the statement of account may be paid without having to pay credit charges, other than for cash advances and cheques.

### 9. ANNUAL INTEREST RATES

**a) Regular purchases:** The annual interest rate applicable to regular purchases unpaid as at the due date shown on the statement of account corresponds to the Federation prime rate (the «Desjardins prime rate») in effect on the billing date, plus a maximum additional interest of 8% per year, which shall vary with each change to the said prime rate. The annual interest rate charged to the holder, which is composed of the two elements described above, shall appear on each of the monthly statements of account of the holder.

**b) Cash advances, Cash advances on the Business Freedom Solutions Line of Credit and cheques:** The annual interest rate applicable to cash advances and cheques, calculated based on the average daily balance from the date on which the transaction was made until receipt of full payment, corresponds to the prime rate of Desjardins, plus a maximum additional interest of 8% per year, which shall vary with each change to the said prime rate. The annual interest rate charged to the holder, which is composed of the two elements described above, shall appear on each of the monthly statements of account of the holder.

**c) Equal instalment financing:** The annual interest rate applicable to equal instalment financing shown on the statement of account corresponds to the prime rate of Desjardins, plus additional interest of one percent (1%), in effect on the date of purchase. The annual interest rate charged to the holder, which is composed of the two elements described above, shall appear on each of the holder's monthly statements of account.

**d) Cash advances by equal instalments:** The annual interest rate applicable to cash advances by equal instalments shown on the statement of account shall be agreed upon with the holder for each such advance before disbursement of the cash advance by equal instalments, but without ever exceeding 19.9% per year.

### 10. CALCULATION OF CREDIT CHARGES

**i. Regular Purchases:** No credit charges are calculated on regular purchases billed for the first time when the balance is paid in full by the due date shown on the statement of account. Otherwise, credit charges will be calculated on the average daily balance from the date on which the transaction is shown on the statement until receipt of full payment, if payment is not made within 21 days at the annual interest rate indicated on the statement of account. However, if the balance shown on a subsequent statement of account is paid in full no later than by the due date shown, regular purchases not yet paid shall be exempt from credit charges for the period for which full payment has been made.

**ii. Cash Advances, Cash Advances on the Business Freedom Solutions Line of Credit and Cheques:** Credit charges on cash advances, cash advances on the Business Freedom Solutions Line of credit and cheques are calculated on the average daily balance from the date on which the transaction was made until receipt of full payment at the annual interest rate indicated on the statement of account.

**iii. Equal Instalment Financing and Cash Advances by Equal Instalments:** Credit charges on equal instalment financing and cash advances by equal instalments are calculated monthly at the annual interest rate indicated on the statement of account.

### 11. LATE PAYMENT CHARGES

Should the minimum payment required not be made on the due date shown on the statement of account, the holder agrees to pay on any unpaid amount additional credit charges calculated at the annual interest rate in effect for the regular purchases as stated in this Variable Credit Agreement.

### 12. ONLINE STATEMENT OF ACCOUNT

**a)** Registration for the online statement of account by the holder puts an end to the mailing of the paper version of the statement of account for both the holder and the authorized representative. However, depending on the date and time at which the registration for the online statement of account occurs, a statement may be sent by mail without being available in electronic format. All subsequent statements of account will be available in electronic format only.

Where possible, registration for the online statement of account by the authorized representative also puts end to the mailing of the paper version of the statement of account.

**b)** The holder acknowledges that the online statement of account has the same value as the paper version of the statement of account and that it constitutes sufficient written proof in any legal proceedings. The holder also acknowledges that it is responsible for accessing, viewing and archiving the statement of account for future use, if applicable.

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

**d)** The Federation may at any time suspend access to the online statement of account and send the statement of account by mail.

### 13. DESJARDINS MOBILE PAYMENT SERVICE

**a) Eligibility requirements:** To use the Desjardins Mobile Payment Service, the authorized representative must **(i)** be a Visa Desjardins cardholder and have an account in good standing; **(ii)** have an eligible mobile device and an account in good standing with a participating telecommunications service provider authorized by the Federation; **(iii)** meet all other requirements set forth by the Federation, 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 authorized representative 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 authorized representative may at any time cancel his registration for the Desjardins Mobile Payment Service by notifying the Federation. The Federation reserves the right to modify or terminate the Desjardins Mobile Payment Service without notice if the authorized representative no longer meets the eligibility requirements.

**d) Responsibility of the Federation:** The Federation cannot be held liable for the refusal of a merchant to honour the Desjardins Mobile Payment Service, nor for the reliability of the point-of-sale equipment and the mobile device used to carry out the transaction.

### 14. CARD AND CHEQUE VALIDITY

Neither the Visa Desjardins card nor the cheques nor the Desjardins Mobile Payment Service may be used before the validity date or after the expiry date indicated on the Visa Desjardins card. In the event of non-renewal of the *Business Cheques Service*, the holder will have six (6) months as of the date of cancellation of the service to use the cheques in his possession.

### 15. CANCELLATION OF CARD AND CHEQUES BY THE FEDERATION

As the Visa Desjardins card and cheques remain the property of the Federation, the Federation reserves the right to take possession thereof or have them repossessed and to cancel all or part of one or more services provided by the card and cheques, or to deny the authorized representative access thereto, without prior notice to the holder or the authorized representative. The Federation shall not be held liable in this or in any other event.

### 16. DESTRUCTION OF CARD AND CHEQUES

Subject to the section "Loss or Theft of Card, Cheques or Eligible Mobile Device", in the event of cancellation of one or more Visa Desjardins cards held by an authorized representative, the holder shall be responsible for the destruction of the cancelled cards and the cheques related thereto. If the holder withdraws use of the Visa Desjardins card and cheques from one of the authorized representatives, the holder is responsible for destruction of the withdrawn card and cheques. The holder shall remain liable for payment of any debt incurred using the card issued for use by the authorized representative from whom it has withdrawn use of the Visa Desjardins card and cheques, as well as any debt incurred using the Desjardins Mobile Payment Service, until the Federation is notified of such withdrawal.

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

**a)** The holder and the authorized representative undertake to notify the Federation immediately if a Visa Desjardins card, cheque or eligible mobile device is lost or stolen.

**b)** If cheques or the Desjardins Mobile Payment Service are used without the authorized representative's authorization, the holder's liability shall be limited to a maximum of \$50 and all liability shall cease when the Federation is notified of the loss or theft of said cheques. Where applicable, subject to the section "Use of Visa Desjardins PIN," the same also holds for any lost or stolen Visa Desjardins card. In the event that the authorized representative's eligible mobile device is lost or stolen, the holder and the authorized representative undertake to inform the authorized representative's telecommunications service provider.

### 18. DISPUTE WITH A MERCHANT

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

**b)** The Federation assumes no liability whatsoever if a Visa Desjardins card, a cheque or the Desjardins Mobile Payment Service is refused by a Visa merchant for any reason whatsoever, or should the merchant amend, cancel or replace the benefits or discounts attached to the Visa Desjardins card.

### 19. CREDIT VOUCHERS

Any credit voucher shall be credited to the Visa card's secondary account on the day it is received by the Federation, and the holder's obligation to pay that amount ceases on that day.

### 20. CURRENCY CONVERSION SERVICE

All cash advances or regular purchases made with a Visa Desjardins card 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 conversion is processed. Cheques may be drawn in Canadian currency only. Any cheque written in foreign currency will automatically be returned to the holder.

A currency conversion charge of 2.5% (two dollars and fifty cents (\$2.50) per one hundred dollars (\$100) spent) shall apply on any amount recorded in the account in foreign currencies and converted into Canadian dollars. The amount payable in currency conversion charges is deemed to be a regular purchase and will be charged to the secondary account of the authorized representative's Visa Desjardins card on the date the currency is converted.

In the event that a foreign currency conversion transaction is credited to the holder's Visa Desjardins 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 conversion is processed, minus the currency conversion charge of **2.5%** (two dollars and fifty cents (\$2.50) per one hundred dollars (\$100) spent).

### 21. FORFEITURE OF BENEFIT OF THE TERM

In the event that the holder breaches any condition set forth herein, including without limitation, where the holder fails to make payments by the due date, the Federation may then require immediate repayment of all amounts owed by the holder, regardless of whether they are due and payable. Where applicable, the Federation reserves the right to withhold, in order to obtain payment of any specific, liquid and due claim it has against the holder, any sum of money it owes to the holder and use it to set-off its claim.

### 22. AMENDMENTS TO THE VARIABLE CREDIT AGREEMENT

The Federation reserves the right to amend the terms of use of the Visa Desjardins card and cheques by giving written notice of one month. Use of the Visa Desjardins card and cheques by an authorized representative following such notice shall constitute acceptance by the holder of the amendments which are the object of the said notice as of the effective date stipulated in the notice with respect to both the balance existing on that date and to subsequent debits.

### 23. RECURRING PRE-AUTHORIZED TRANSACTIONS

The holder and its authorized representatives accept that the Federation may contact merchants that the company or its authorized representative have authorized to make recurring transactions (e.g., monthly subscriptions for newspapers, cellphone plans) in order to disclose the new credit card number and expiry date, each time that a new credit card is issued to an authorized representative. The holder and its authorized representatives accept that each merchant will use this updated credit card information to continue the recurring transactions and they understand and accept that not all merchants are eligible to receive these updates and that it is their responsibility to make sure that each merchant has the updated credit card information. The holder and its authorized representatives may withdraw from this update service by calling at the customer service line on the back of their Visa Desjardins card.

### 24. 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 or using the Desjardins Mobile Payment Service, 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 due to any other interruption of the devices caused by acts out of the Federation's control, including labour conflicts and equipment failure.

## 25. USE OF THE CARD, CHEQUES AND DESJARDINS MOBILE PAYMENT SERVICE

The holder of the Visa Desjardins card 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 purchases, or for the authorized representative's personal purposes. The authorized representative agrees and accepts that the Federation communicate to the holder all information pertaining to his use of the Visa Desjardins card issued under this Variable Credit Agreement. More 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 holder, 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 holder to better monitor expenses and ensure compliance with purchasing policies. The authorized representative understands and agrees that such disclosure is not limited to purchase categories (e.g. fuel, hotel, restaurant) 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.

## 26. CARD NOT PRESENT TRANSACTION AND CONTACTLESS USE OF THE VISA DESJARDINS CARD

The holder agrees that when an authorized representative carries out a transaction without presenting the card and by simply providing the merchant with his Visa Desjardins credit card number, (e.g. transactions made over the telephone or online) or carries out a contactless transaction, the holder bears the same responsibilities as would be the case if the authorized representative had signed a transaction slip or entered his Visa Desjardins PIN in an accessible device.

## 27. PROOF

The holder agrees and accepts that any monthly statement of account constitutes conclusive proof of balance due and agrees to pay the balance shown on this monthly statement of account in accordance with the terms of this Variable Credit Agreement. The holder also agrees and accepts that the transaction record issued by an accessible device constitutes proof that the transaction the authorized representative has carried out has been correctly recorded. In the case of a card-not-present or contactless transaction, as indicated in this Variable Credit Agreement, the holder agrees that the entry of the transaction on its monthly statement of account will constitute proof that the transaction was indeed carried out. The Federation is not responsible for providing other proof of transactions, unless the holder requests it to avoid or settle a dispute within the meaning of this Variable Credit Agreement, and that in such case, it provides the Federation with a transaction record confirming the purchase or the cash advance. The holder then accepts that the magnetic stripe or an equivalent medium on which the data pertaining to the transactions made is stored constitutes sufficient written proof for all legal proceedings.

## 28. RULES OF PARTICIPATION IN THE BUSINESS SAVINGS PROGRAM

28.1. The *Business Savings Program*, offered free of charge with the Visa Desjardins card, gives 1% cash back on purchases once the holder's purchases charged to the Visa Desjardins card(s) exceed \$12,000<sup>‡</sup> per year, up

to a total of \$500,000. Maximum cash back is \$4,880. The \$12,000 threshold applies to each holder, regardless of the number of cards held.

28.2. Cash back from the *Business Savings Program* for the Visa Desjardins card is paid automatically on one of the following dates:

- For accounts opened before May 9, 2005: cash back is paid, where applicable, in May of each year, beginning in May 2006;
- For accounts opened after May 9, 2005: cash back is paid, where applicable, on the anniversary date of the account, beginning in 2006.

28.3. Annual cash back is paid in the form of a credit to the company's master account, depending on the account structure.

- For accounts with consolidated payment: cash back is paid to the master account.
- For accounts with individual payment and only one card: cash back is paid to the card.
- For accounts with individual payment and more than one card: cash back is paid to the master account. The person responsible for the account must then contact the Federation to transfer the entire cash back amount to one of the account's cards. Transfer of the cash back to one of the account's cards is not done automatically, but only at the request of the person responsible for the account.

28.4. In the event of reimbursement of a purchase, the volume of the *Business Savings Program* shall be reduced by an amount equivalent to the said reimbursement.

28.5. Cash advances, cheques, interest charges, reimbursements, as well as administrative, application and renewal fees, optional service fees, any other fees not related to purchases, as well as cash advances by equal instalments, are not accounted for in the calculation of the volume of the *Business Savings Program*.

28.6. The 1% cash back of the *Business Savings Program* may only be applied to the payment of a balance due after cash back. It may be credited as a payment on the holder's Visa Desjardins account only after the payment date of the cash back, as described in Section 28.2.

28.7. A cash back amount may not be transferred to another master account or to a Visa Desjardins card that is on another master account, or to a personal card. Once the cash back has been paid, the holder may not request reimbursement of a positive balance if that balance results from the said cash back payment.

28.8. Regardless of the number of Visa Desjardins cards held by the holder, cash back amounts will accumulate in the master account, and only this account. In addition, only the person responsible for the account may make requests pertaining to cash back amounts.

28.9. The Federation assumes no liability whatsoever for any use made of the cash back amounts accumulated by the holder.

28.10. The *Business Savings Program* is offered solely to holders of the Visa Desjardins card, the Visa Desjardins *Business Advantage* card, or to holders of the *Business Freedom Solutions* package for selected types of accounts.

28.11. Annual cash back under the *Business Savings Program* of the Visa Desjardins *Business* card is paid only up to a total of \$500,000 per year, per Master Account.

28.12. The Federation or any other stakeholder in this program, including any of its employees, assume no liability whatsoever with respect to direct or indirect damages caused by the Visa Desjardins card *Business Savings Program*, including cancellation of the program.

28.13. A holder that fails to observe one of the rules of participation in the *Business Savings Program* of the Visa Desjardins card, whose account is outstanding for 90 days or whose Visa Desjardins card has been cancelled by the Federation, may not exercise its rights under the program.

28.14. In order to be eligible for any cash back, the holder's account must be active on the date scheduled for payment of the cash back.

28.15. The Federation reserves the right to modify or terminate the Visa Desjardins card *Business Savings Program* at any time without notice. The nature or the value of the cash back or benefits mentioned may be modified, cancelled or replaced without notice. The program rules may be amended at any time without notice. The Federation may not be held liable for any damages incurred due to any such changes. Certain benefits offered are subject to compliance with the rules mentioned in the Variable Credit Agreement governing the Visa Desjardins card.

<sup>‡</sup> All amounts are in Canadian dollars.

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