

## CARD AND PERSONAL IDENTIFICATION NUMBER AGREEMENT

### **Nature and Purpose of the Card**

I will use the Card only for the purpose of obtaining such services as are agreed upon between me and my credit union. On thirty days written notice, my credit union may add to or delete from the types of use that are permitted, and the issuance of the Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future.

This agreement, and the fact that I have the use of the Card, does not give me any credit privileges or any entitlement to overdraw my Account, except as provided by separate agreement with my credit union.

### **Confidentiality and Personal Identification Number (PIN)**

I will not select an obvious combination of digits for my PIN (e.g., address, telephone number, birth date, or Social Insurance Number). I understand that my credit union has only disclosed the PIN to me and to no one else, and I will never, under any circumstances, disclose the PIN to any other person. I will not keep a written record of the PIN, unless the written record is not carried next to the Card and is in a form indecipherable to others. I will always screen the entry of the PIN with my hand or body.

### **Withdrawals and Deposits**

Unless I have made other arrangements with my credit union, amounts credited to my Account as a result of deposits using the Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured. Withdrawals or transfers affected by the use of the Card will be debited to my account as of the time they are made.

I will not deposit any coins, non-negotiable items or anything not acceptable for deposit to my Account into any automated teller machine, and will pay to my credit union any damages, costs or losses suffered by my credit union as a result of any such deposit.

### **Consequences of a Breach of Card Security**

Once I have requested and first used the Card service, I will be liable for all authorized and unauthorized uses of the Card by any person up to my established withdrawal limit (including funds accessible through a line of credit or overdraft privilege), prior to the expiry or cancellation of the Card. However, in the event of alteration of my Account balance due to technical problems, card issuer errors and system malfunctions, I will be liable only to the extent of any benefit I have received, and will be entitled to recover from the credit union any direct losses I may have suffered.

My credit union will have the discretion to relieve me from liability for unauthorized use of my Card either through no fault of my own or in a case where I have inadvertently contributed to the unauthorized use of my Card, and I will co-operate in an investigation.

My credit union will not be liable to me for any action or failure to act of a Merchant or refusal by a Merchant to honour the Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Card for a Point of Sale (POS) transaction.

I understand that I must not use my Card and PIN for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in my jurisdiction.

### **Lost or Stolen Card, or Compromised PIN**

If I become aware that the Card is lost or stolen, or that the PIN has been made accessible to another person, I will notify my credit union or its agent immediately, whereupon my credit union will cancel the Card. The instant such notice is actually received or when my credit union is satisfied that I became the victim of fraud, theft, or coercion by trickery, force or intimidation, my liability for further use of the Card will terminate, and I will be entitled to recover from my credit union any further losses suffered by me through the use of the Card.

### **Procedures for Addressing Unauthorized Transactions and Other Transaction Problems**

In the event of a problem with a Card transaction, or unauthorized Card transaction, other than a matter related to goods or services provided by Merchants, I will report the issue promptly to my credit union and the credit union will investigate and respond to the issue on a timely basis. My credit union will not unreasonably restrict me from the use of any funds subject to dispute, provided that it is reasonably evident that I did not contribute to the problem or unauthorized transaction. My credit union will respond to my report of a problem or unauthorized transaction within 10 business days and will indicate what reimbursement, if any, will be made for any loss incurred by me. Reimbursement will be made for losses from a problem or unauthorized use in this time frame provided that on the balance of probabilities it is shown that I did not contribute knowingly to the problem or unauthorized transaction and that I took reasonable steps to protect the confidentiality of my PIN. An extension of the 10 day limit may be necessary if my credit union requires me to provide a written statement or affidavit to aid its investigation.

### **Dispute Resolution**

If I am not satisfied with my credit union's response, my credit union will provide me, upon request, with a written account of its investigation and the reasons for its findings. If I am not satisfied, the issue will be referred to either a credit union system dispute resolution service or external mediator, as agreed between me and my credit union. Neither my

credit union nor I will have the right to start court action until 30 days have passed since the issue was first raised with my credit union.

Any dispute related to goods or services supplied in a POS Transaction is strictly between me and the Merchant, and I will raise no defense or claim against my credit union.

### **Fees**

I acknowledge having been advised of, and will pay, the applicable fees now in effect for services available under this agreement. New or amended fees will only become effective 30 days after publication by my credit union.

### **Foreign Currency Transaction**

Foreign currency transactions will be converted to U.S. currency and then to Canadian currency at the exchange rates of the operating network at the date of posting. The rates may differ from the rates in effect on the date of the transaction. The transaction amounts will then be increased by a foreign currency conversion fee of 2.5%, subject to change.

### **Evidence of Transactions**

A paper Transaction Record dispensed mechanically as a result of the use of the Card constitutes a record of my instructions. Whether such a Transaction Record is issued or not, it is my responsibility to verify that the transaction has been properly executed by checking the periodic statement itemizing transactions.

In the absence of evidence to the contrary, the records of my credit union are conclusive for all purposes, including litigation, in respect of any instructions given by me to my credit union through the use of the Card; the contents of any envelope deposited by me into an automated teller machine; the making of a withdrawal, deposit or transfer through the use of the Card; and any other matter or thing relating to the state of accounts between me and my credit union in respect of any electronic transaction.

### **Scope of Agreement**

This agreement replaces any prior agreement governing the use of the Card and the PIN, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility or the operation of any Account.

This agreement applies to any Account specified herein and, as well, to any other account designated by me from time to time for use in connection with the Card.

### **Termination of agreement**

My credit union remains the owner of the Card. It may restrict the use of the Card, or may terminate this agreement and my right to use the Card, at any time without notice. I will return the Card to my credit union upon request.

### **Cardholder Privacy**

I acknowledge that my credit union has policies to protect my privacy and that I may obtain particulars upon request. I hereby consent to use of my personal information by my credit union and its affiliates to monitor use of financial services, in order to detect fraud, develop needed products and services, and offer members needed services. However, if I have given or hereafter give express consent to the collection, use and further disclosure of my Personal Information by the Credit Union in a form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. I may withdraw my consent at anytime by contacting the credit union's Privacy Officer.

### **Code of Practice**

I understand that the credit union system, in concert with the banking industry, has endorsed the voluntary *Canadian Code of Practice for Consumer Debit Card Services* (Code), a copy of which is available from my credit union on request and credit unions will be guided by the principles of the Code in administering the operation of Card matters.

### **Interpretation and Definitions**

This agreement is intended to be interpreted in accordance with its plain English meaning. Except where otherwise indicated, capitalized terms are used in accordance with the definitions set out in the *Canadian Code of Practice for Consumer Debit Card Services*.

For the purposes of this agreement, Point -of- Sale Transaction means the use of the Card and its associated PIN for such of the following purposes as may be permitted from time to time by my credit union: (a) the transfer of funds from my Account to purchase or lease goods or services from a seller, lessor or service provider (a Merchant); (b) the transfer of funds from my Account to obtain a voucher, chit, scrip, token or other thing that may be exchanged for goods, services or money, or (c) the transfer of funds into my Account from an Account of a Merchant (e.g. a refund).

### **Receipt of Copy of agreement**

I acknowledge the receipt of a true copy of this agreement or a previous version thereof signed by me upon initiation of PIN based Card service and that this agreement does not require signature by my credit union. I acknowledge that this agreement may be amended unilaterally by my credit union upon thirty (30) days' written notice to me, and until the agreement is terminated, the use or continued use of the card by me shall be conclusively deemed to be the acceptance by me of any amendments to this agreement. I also agree to keep this copy of this agreement for my own records.