

## VISA\* DESJARDINS PREPAID CARD TERMS OF USE

**The Fédération des caisses Desjardins du Québec ("the Federation") considers the contract for the prepaid card effective only once the primary cardholder or an additional cardholder activates his Visa Desjardins prepaid card by telephone after receiving it. Once the primary cardholder activates or signs the Visa Desjardins prepaid card issued to him or uses it for the first time, or an additional cardholder activates or signs an additional card issued to him at the request of the primary cardholder or uses it for the first time, the primary cardholder is bound by these Terms of Use, and will be held liable for any transaction on the Visa Desjardins prepaid card or on the account to which the card is linked, and any ensuing debt owed to the Federation, as applicable, is solidary and may be recoverable in full from his heirs, legatees and assigns.**

### 1. DEFINITIONS

In this agreement, the following terms are ascribed the following meanings:

**AccèsD:** the Federation's transaction site;

**Accessible device:** automated teller machine (ATM), point-of-sale equipment, Touch-Tone telephone connected to a Touch-Tone line, smartphone, computer, eligible mobile device for the Desjardins mobile payment service or any other device enabling a Visa Desjardins prepaid cardholder to carry out transactions with the Visa Desjardins prepaid card or the account to which the prepaid card is linked;

**Account:** an account held at a Desjardins caisse (credit union) from which amounts may be transferred to the prepaid card account;

**Account holder:** equally, a primary cardholder and an additional cardholder;

**Additional cardholder:** individual who, at the request of the primary cardholder, obtained a Visa Desjardins prepaid card issued to him on the prepaid card account; the Federation reserves the right to limit the number of cards for a single prepaid card account;

**Cash advance:** any amount withdrawn by the holder of a prepaid card account, either through purchase, transfer, at an ATM or otherwise;

**Contactless technology:** technology identified as Visa *payWave* on point-of-sale equipment which allows a cardholder to carry out a transaction using the Visa Desjardins prepaid card at participating merchants for a maximum amount between **\$50** and **\$150** based on merchant specifications; the transaction is carried out by simply "waving" the Visa Desjardins prepaid card in front of the point-of-sale equipment, without having to sign a transaction slip or enter a PIN in an accessible device;

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

**Online account statement:** an account statement the primary cardholder can visualize through a WEB site or an application authorized by the Federation;

**PIN:** cardholder's personal identification number;

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

**Prepaid card account:** account held by the Federation on behalf of the primary cardholder for which the latter is responsible, and to which one or more Visa Desjardins prepaid cards may be linked;

**Primary cardholder:** individual who holds and is responsible for the prepaid card account, and who obtained a Visa Desjardins prepaid card in his name;

**Statement of account:** Visa Desjardins prepaid card statement of account associated with the prepaid cards issued at the request of the primary cardholder;

**Transaction record:** record given by certain accessible devices confirming a transaction made by the cardholder with his Visa Desjardins prepaid card or Desjardins mobile payment service;

**Unauthorized transaction:** subject to Section 7 of these Terms of Use, transaction made after **1)** the cardholder has reported his Visa Desjardins prepaid card or eligible mobile device lost or stolen; **2)** the card has been cancelled or declared expired; **3)** the cardholder was forced, under threat, to hand over his eligible mobile device or Visa Desjardins prepaid card or to disclose his PIN to a third party, subject to the cardholder filing a complaint with the police, notifying the Federation immediately and cooperating in any subsequent investigation; or **4)** the cardholder had his PIN or any other information associated with his Visa Desjardins prepaid card taken or stolen without his knowledge, enabling transactions on the prepaid card account;

**Visa Desjardins prepaid card:** any Visa Desjardins prepaid card issued by the Federation to the primary cardholder or to an additional cardholder at the request of the primary cardholder, the use of which is governed by these Terms of Use and by any changes made by the Federation to the Terms, pursuant hereto;

**Visa Inc.:** global payment technology company that provides a brand, systems, services and rules that allow financial institutions to offer services to consumers, merchants, businesses and governments, enabling them to make electronic payments.

### 2. OWNERSHIP OF THE VISA DESJARDINS PREPAID CARD

Each Visa Desjardins prepaid card remains the property of the Federation, which reserves the right to revoke it or have it repossessed, and to cancel any service related to it. The card must be returned to the Federation upon request. The Visa Desjardins prepaid card may not be assigned to a third party.

### 3. FEES

#### Annual fees

The fees listed in the table below will be charged for issuing the Visa Desjardins prepaid card. Applicable fees will be debited from the prepaid card account the first time it is loaded. In subsequent years, the fees will be debited once yearly on the anniversary date of the first time the prepaid card account was loaded. In the event that a Visa Desjardins prepaid 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.

CARD TYPE	FEE TYPE	AMOUNT	BILLING DATE AT OPENING	BILLING DATE – SUBSEQUENT YEARS
Primary Card	Annual	\$6.95	The first time the prepaid card account is loaded.	On the anniversary date of the first time the prepaid card account was loaded.
Additional Card	Annual	\$4.95		

If an additional card is requested after the first time the prepaid card account was loaded, any fees for the additional card will be debited immediately and the fees will be prorated based on the number of months remaining before the anniversary date of the first time the prepaid card account was loaded. For example, the annual fee for adding a card to the account **6** months after the account was first loaded would be **\$2.48** (**\$4.95** x **6** months/**12** months) for the first year. In subsequent years, a fee of **\$4.95** will be debited on the anniversary date of the first time the prepaid card account was loaded. In all cases, if the balance in the Visa Desjardins prepaid card account is not sufficient to cover the above-mentioned fees, they will be debited from the account as funds are transferred in, until the fees have been paid in full.

#### **Fees for loading the Visa Desjardins prepaid card account**

The Federation does not charge any fees to load funds into the Visa Desjardins prepaid card account. However, the Desjardins caisse through which the cardholder loads funds into the prepaid card account may charge fees for a cash payment.

#### **4. LOADING THE VISA DESJARDINS PREPAID CARD ACCOUNT**

A cardholder may transfer funds to his Visa Desjardins prepaid card account including through fund transfers or bill payments on AccèsD, at a Desjardins ATM or at the counter of a caisse. A cardholder may not transfer funds to his Visa Desjardins prepaid card account using cheques.

Amounts transferred to the prepaid card account are deposits within the meaning of Quebec's *Deposit Institutions and Deposit Protection Act*, meaning they are covered by a deposit insurance guarantee and no interest is paid on them.

A cardholder may not transfer to his prepaid card account funds that would cause the balance of said account to exceed **\$5,000**. Any amount transferred to the prepaid card account that would cause the balance to exceed **\$5,000** will be held for a period of up to **5** business days. Depending on the circumstances, the Federation reserves the right to hold the funds for a period exceeding **5** business days, or to cancel any transfer.

Any amount transferred to the prepaid card account is deemed to belong to the primary cardholder, and any dispute between cardholders to that effect must be resolved between them, without the intervention or responsibility of the Federation.

#### **5. USING THE VISA DESJARDINS PREPAID CARD**

The Visa Desjardins prepaid card or Desjardins mobile payment service may be used to make purchases wherever electronic Visa prepaid card payments are accepted. However, the cards may not be used to make cash withdrawals from merchants.

The Federation may set daily, weekly or other limits on the number and amount of cash advances, as defined herein, and which may be performed with a Visa Desjardins prepaid card or Desjardins mobile payment service. Information about these limits is available at [desjardins.com/prepaidcard](https://desjardins.com/prepaidcard) or by contacting the Federation at the address or telephone numbers listed in Section **22** herein.

The Visa Desjardins prepaid card is not a credit card or variable credit, and the Federation will honour all transactions made with a Visa Desjardins prepaid card or the Desjardins mobile payment service until the Visa Desjardins prepaid card account balance is at **\$0** or until the limits set by the Federation, and indicated in the previous paragraph, are reached.

#### **6. BALANCE ON THE VISA DESJARDINS PREPAID CARD ACCOUNT**

The Visa Desjardins prepaid card account balance is equal to the funds transferred into the account minus the total cash advances made by a cardholder, and any adjustment that may be made to the Visa Desjardins prepaid card account by the Federation.

The amount of the transactions carried out by the cardholders using the Visa Desjardins prepaid card or the Desjardins mobile payment service shall not exceed the balance of the Visa Desjardins prepaid card account; any transaction causing the balance of the prepaid card account to be exceeded will be declined by the Federation.

If a transaction causes the balance of the Visa Desjardins prepaid card account to be exceeded, the primary cardholder acknowledges and agrees that the Federation may consider the transaction as a request for a temporary authorization to deviate from the rule indicated in the preceding paragraph. If the Federation accepts this request, which it is not obliged to do, the primary cardholder agrees that these amounts shall immediately become due to the Federation, and agrees to reimburse the amounts upon request by the Federation.

Any amount transferred to the Visa Desjardins prepaid card account following a deviation from the rule described above may be used to reimburse the amounts that were the subject of the deviation, and may be withdrawn by the Federation from the Visa Desjardins prepaid card account without prior notice.

#### **7. PIN CONFIDENTIALITY**

**a) Genuine signature:** The cardholder acknowledges that the joint use of his Visa Desjardins prepaid card with his Visa Desjardins PIN is equivalent to his genuine signature to enable him to carry out, through an accessible device, operations using his Visa Desjardins prepaid card.

**b) Selection and confidentiality of PIN:** When a cardholder selects his PIN, he undertakes not to select an obvious number (e.g., date of birth, telephone number, social insurance, health insurance or driver's licence number), in which case he will be deemed to have contributed to the unauthorized use of his Visa Desjardins prepaid card, and shall assume all liability, if any.

The cardholder further undertakes not to disclose his PIN to anyone in any way, nor to write it on his Visa Desjardins prepaid card or any other easily accessible document, in which case he shall also be deemed to have contributed to the unauthorized use of his Visa Desjardins prepaid card, and shall assume all liability, if any.

**c) Loss of PIN confidentiality:** Should the cardholder notice the loss of confidentiality of his PIN or as soon as he suspects that a third party knows it, he undertakes, in order to continue to make purchases or get cash advances using his Visa Desjardins prepaid card, to modify his PIN immediately or, if he is unable to do so, to notify the Federation of this situation. Any transaction made after such modification to a PIN is no longer considered an unauthorized transaction as defined in these Terms of Use.

**d) Responsibility of the primary cardholder:** Subject to paragraphs **b)** and **c)** of Section **7**, when unauthorized transactions are made using a cardholder's Visa Desjardins prepaid card or on the account with which the card is associated, the primary cardholder shall not be held liable for these transactions.

#### **8. RESPONSIBILITY OF THE PRIMARY CARDHOLDER**

Subject to Section **7** of these Terms of Use, the primary cardholder is solely responsible for all transactions carried out by an additional cardholder on a Visa Desjardins prepaid card or Desjardins mobile payment service requested by the primary cardholder and for any transaction carried out on the account with which the card is associated, whether or not the cardholder is a minor.

It is the sole responsibility of the primary cardholder to inform the cardholder on whose behalf he requested the additional card of his duties and responsibilities regarding the selection and protection of his PIN, as well as the Terms of Use of his Visa Desjardins prepaid card.

#### **9. RESPONSIBILITY OF THE FEDERATION**

The Federation shall not be held liable for the refusal of a merchant to honour a Visa Desjardins prepaid card, nor for the modification, cancellation or replacement of the Visa Desjardins prepaid card's advantages or discounts by a supplier.

The Federation shall not 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 from any other interruption of the devices caused by acts out of the Federation's control, including labour disputes and equipment failure.

#### **10. CONTACTLESS AND REMOTE USE OF THE VISA DESJARDINS PREPAID CARD**

The cardholder agrees that when he carries out a transaction without presenting his Visa Desjardins prepaid card and by simply providing the merchant with his card number (e.g., telephone or online transaction), or uses the Visa Desjardins prepaid card to carry out a contactless transaction, he bears the same responsibilities, subject to Section **7**, as if he had signed a transaction slip or entered his Visa Desjardins PIN in an accessible device.

#### **11. ACCOUNT STATEMENT**

A monthly account statement shall be provided free of charge to the primary cardholder in electronic format, or in paper format, depending on the cardholder's choice.

The primary cardholder agrees to promptly check all transactions appearing on the account statement, and to report to the Federation any mistake, omission, incorrect entry or other irregularity within **30** days of receiving his account statement. The electronic statement is deemed received the day following the end of the period it covers. If the primary cardholder fails to notify the Federation within the said deadline, the transactions charged to the account statement shall be deemed verified and accurate.

The primary cardholder acknowledges that the account statement has the same value as a paper account statement, and that it constitutes sufficient written proof in any court proceeding.

The cardholder acknowledges that the Federation shall not be held liable for damages resulting from the inability to view the online account statement caused by actions beyond the control of the Federation, including equipment breakdown and problems related to the Internet provider.

If the cardholder cannot view his online account statement, he must contact the Federation immediately.

Notwithstanding the foregoing, the Federation may, at any time, suspend the electronic presentation of the online account statement and send it by mail. The Federation can also stop mailing paper account statements at any time and provide them in electronic format only.

## 12. CARD VALIDITY

The Visa Desjardins prepaid card or the Desjardins mobile payment service may not be used before the validity date indicated on the Visa Desjardins prepaid card carrier document or after the expiry date indicated on the card.

The Visa Desjardins prepaid card is renewed automatically upon its expiry, unless instructions to the contrary are issued by the cardholder.

## 13. DESJARDINS MOBILE PAYMENT SERVICE

**a) Eligibility requirements:** To use the Desjardins mobile payment service, a cardholder must **1)** be a Visa Desjardins prepaid cardholder and have an account in good standing; **2)** have an eligible mobile device and an account in good standing with a participating telecommunications service provider authorized by the Fédération; **3)** meet any 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 Visa Desjardins prepaid 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 the Federation at **1-800-363-3380**. The Federation reserves the right to modify or terminate the Desjardins mobile payment service without notice if the Visa Desjardins prepaid cardholder no longer meets the eligibility requirements.

**d) Liability of the Federation:** The Federation shall not be 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. CLOSING THE ACCOUNT AND REIMBURSEMENT OF THE BALANCE ON THE PREPAID CARD ACCOUNT

The primary cardholder may, at any time, contact the Federation to request the prepaid card account be closed.

At any time and without notice, the Federation may terminate use of the Visa Desjardins prepaid card if the cardholder does not comply with these Terms of Use or if it suspects that the Visa Desjardins prepaid card is being used illegally. In any other case, the Federation may terminate use of the Visa Desjardins prepaid card upon notice to the primary cardholder.

If the primary cardholder no longer has his Visa Desjardins prepaid card or the card was the subject of a request for restitution as described in Section **2** of these Terms of Use, the primary cardholder may, upon notice from the Federation indicating that it has received all authorized but unpaid transactions charged to the prepaid card account, transfer through AccèsD the balance of the prepaid card account to his Desjardins caisse (or credit union) account. If the primary cardholder does not have a Desjardins caisse (or credit union) account, the Federation will reimburse the balance of the prepaid card account after all authorized but unpaid transactions have been received by the Federation and charged to the prepaid card account, by issuing a cheque in the cardholder's name and mailing it to the address he has provided. Upon request from the primary holder of a Desjardins caisse (or credit union) account, the Federation may also reimburse the balance of the prepaid card account by issuing a cheque in the cardholder's name and mailing it to the address he has provided.

If the primary cardholder still has his Visa Desjardins prepaid card and the card is not the subject of a request for restitution as described in Section **2** of these Terms of Use, the cardholder must, pursuant to the instructions provided by the Federation at the time of the request for closure, make a cash advance using his prepaid card in order to recover the balance of the prepaid card account.

## 15. REFUND BY A MERCHANT

If a merchant grants a refund to the cardholder and the Federation receives a credit note from the merchant, the Federation applies the amount of the credit note to the Visa Desjardins prepaid card account on the same day it receives the credit note; only then does the credited amount become available in the Visa Desjardins prepaid card account. The Federation reserves the right to cancel and reverse any credit note that would cause the prepaid card account balance to exceed **\$5,000**.

## 16. CURRENCY CONVERSION SERVICE

All Visa Desjardins prepaid card transactions made in a foreign currency are payable in Canadian currency converted at the exchange rate in effect as determined by the Federation or its provider on the day the conversion is processed.

Currency conversion charges of **2.5%(\$2.50 per \$100 spent)** on any amounts recorded on the Visa Desjardins prepaid card account in foreign currencies and converted into Canadian dollars shall be payable and debited directly from the Visa Desjardins prepaid card account.

In the event that a purchase or service refund is carried out on the Visa Desjardins prepaid card account in a foreign currency, the transaction amount will be converted into Canadian currency at the exchange rate in effect as determined by the Federation or its provider on the day the conversion is processed, minus a currency conversion charge of **2.5%(\$2.50 per \$100)**.

## 17. DISPUTE

The Federation assumes no liability whatsoever for the quality of the goods or services obtained using the Visa Desjardins prepaid card or Desjardins mobile payment service, and all claims or disputes (concerning sales drafts or credit notes, requests for refunds, etc.) shall be settled directly between the cardholder and the merchant.

## 18. CHANGES TO THE TERMS OF USE

The primary cardholder acknowledges that the Federation may, unilaterally and subject to the terms of *Quebec's Consumer Protection Act*, modify these terms, upon giving notice **30** days prior to the change taking effect. If the change leads to an increase in the cardholder's obligations or a reduction in the Federation's obligations, the primary cardholder may refuse this change by sending a notice to that effect to the Federation at least **30** days following the change taking effect.

## 19. PROOF

The primary cardholder 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. If a transaction was carried out with the contactless technology or without presenting the Visa Desjardins prepaid card, the primary cardholder agrees that the entry of the transaction on his monthly statement of account will constitute proof that the transaction was indeed carried out. The Federation is not responsible for providing any other proof of transaction, unless the primary cardholder requests it to avoid or settle a dispute within the meaning of these Terms of Use and that in such case, he provides the Federation with a transaction record confirming the transaction. The primary cardholder then accepts that any equivalent information medium on which the data pertaining to the transactions made is stored constitutes sufficient written proof for all legal proceedings.

## 20. PERSONAL INFORMATION

The Federation establishes a file in the cardholder's name for the purpose of allowing the Federation to receive and administer the services described in these Terms of Use, and to identify the cardholder. The personal information in this file is kept on the premises of the Federation or its representatives and is consulted by their employees when this is justified in the performance of their duties. The cardholder has the right to know the contents of his file and to have any inaccurate information corrected. Moreover, the cardholder may exclude his name from any lists of names created by the Federation. For all these requests, the cardholder must contact the Federation at the address or telephone numbers indicated in Section **22** herein.

## **21. DATA TRANSMISSION TO CERTAIN THIRD PARTIES**

The cardholder agrees that the Federation may collect information from entities involved in a prepaid card transaction, including merchants, Visa 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.

## **22. RECURRING PRE-AUTHORIZED TRANSACTIONS**

The cardholder agrees that the Federation 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 prepaid card number and expiry date, each time that a new prepaid card is issued to the cardholder. The cardholder accepts that each merchant will use this updated prepaid 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 prepaid card information. The cardholder may withdraw from this update service by calling **514-397-4415** or **1-800-363-3380** (toll-free).

## **23. COMMUNICATION BETWEEN THE CARDHOLDER AND THE FEDERATION**

Should the Federation have any questions regarding the primary cardholder's prepaid card account, the primary cardholder expressly authorizes the Federation, at its discretion, to contact him at his place of business or by any other means. The cardholder may contact the Federation to transmit any notice regarding these Terms of Use, to obtain information about his account, including the balance, or to make a payment on any amount owed to the Federation, as applicable, by mail, at the following address:

Customer Service Department (PRP), P.O. Box **8600**, Centre-ville Station, Montreal, Quebec, **H3C 3P4**.

He can also contact the Federation by telephone, at **514-397-4415** or **1-800-363-3380** (toll-free), or by fax, at **514-397-0404** or **1-888-875-0444** (toll-free) during the Federation's regular business hours.

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