



IMPORTANT

Please read this document carefully and keep it for reference purposes.
EFFECTIVE NOVEMBER 19, 2017.

CARDHOLDER AGREEMENT FOR THE FOLLOWING CARDS:

DESJARDINS CLASSIC VISA*, DESJARDINS CASH BACK VISA, DESJARDINS CASH BACK MASTERCARD*, DESJARDINS ELEGANCE GOLD VISA, DESJARDINS CLASSE OR (GOLD) VISA, DESJARDINS CASH BACK WORLD MASTERCARD, DESJARDINS ODYSSEY GOLD VISA, DESJARDINS PRESTIGE PLATINUM VISA AND DESJARDINS ODYSSEY WORLD ELITE MASTERCARD

For the purposes of this Agreement, the cardholder and additional cardholder(s) are collectively designated by the term "the cardholder". When the cardholder is issued a credit card (the "card") by the Fédération des caisses Desjardins du Québec (the "Federation") and signs the card bearing his name, uses it for the first time or authorizes its use by a third party, he accepts the Cardholder Agreement ("The Agreement") and any other accompanying documentation. The cardholder agrees to be jointly and severally liable for any indebtedness incurred through the use of the card, and if the cardholder is comprised of more than one person, each person, including any of their heirs, legatees and assigns, shall be jointly and severally liable. This acceptance also signifies the cardholder's acknowledgment of the request for the issuance of a card, regardless the form of signature used.

1. DEFINITIONS

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

access card: a debit card that is issued by a financial institution and is subject to the terms and conditions applicable to the use of access cards;

accessible device: automated teller machine, point-of-sale equipment, Touch-Tone telephone,

SEE REVERSE

computer, eligible mobile device for the Desjardins mobile payment service or any other device enabling a cardholder to carry out transactions with the card;

balance of multiple purchases: the total of 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 the Federation, and which is credited directly by the Federation to the other account;

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

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

cash advance by equal instalments¹: a cash advance obtained with a card accompanied by a credit refundable by monthly equal and consecutive instalments determined when the advance is made;

cheque: a cheque drawn on the account of the cardholder;

contactless technology: technology which allows a cardholder to make a payment using the card at participating merchants for an amount determined by the merchant without having to enter or swipe the card in point-of-sale equipment; this technology allows the cardholder, for example, to simply "wave" the card or, where the Federation allows, an eligible mobile device for which the card has been set up, in front of the point-of-sale equipment, without having to sign a transaction slip or enter a PIN;

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 by equal and consecutive monthly instalments determined at the time of purchase;

deferred payment financing: purchase of a good

or service using the card, for which repayment is deferred at the time of purchase for a specific time period indicated on the account statement;

deferred payment period – multiple purchases: the 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 the card without having to pay credit charges;

deferred payment period – RRSP financing: period determined by the cardholder among those offered by the Federation, 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 mobile payment service: a service that uses contactless technology to allow the cardholder to carry out transactions on his card with an eligible mobile device; unless indicated otherwise, any reference in this Agreement to the card is also a reference to the Desjardins mobile payment service, provided that the Desjardins mobile payment service only allows the cardholder to use credit to finance regular purchases, unless the Federation indicated otherwise;

eligible mobile device: mobile device that meets the Federation'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 card which is repayable by way of equal and consecutive monthly instalments determined at the time of purchase;

financial institution: a caisse populaire that is a member of the Fédération des caisses populaires de l'Ontario inc. or the Caisse populaire acadienne Itée;

folio: the folio assigned to the cardholder by his financial institution, 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 a deferred payment period - multiple purchases by means of a 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 website or an application authorized by the Federation;

overdraft cash advance²: cash advance on the card to cover any transaction on the said account when the balance available in the holder's PC account is insufficient;

overdraft transfer³: service offered with the card whereby the cardholder authorizes his financial institution to draw an overdraft cash advance on his card 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 financial institution as designated in his application for overdraft transfer;

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

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

regular purchase: the purchase of a good or service using the 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 financing⁴: advance of cash obtained using the 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: the method used by the cardholder to indicate his consent, regardless 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 card;

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

2. USE OF CREDIT

The Federation will determine the maximum amount which may be charged to the card. The current credit limit is shown on the cardholder's monthly statement and may change from time to time, without prior notice to the cardholder. The cardholder agrees that the 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 equal instalments financing, deferred equal instalments financing, multiple purchases by equal instalments, a deferred payment financing, a cash advance by equal instalments or an RRSP financing. The withdrawal by the cardholder of amounts deposited in his folio at his financial institution 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 the Federation may establish.

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The cardholder may draw a cheque for any amount up to his available 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 card may not be used for illicit purposes.

The Federation reserves the right to suspend use of the 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 indicated on every account statement. Either limit may be increased, at the Federation's discretion, upon request from the cardholder, or decreased if the Federation 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 be regarded as a request to increase the credit limit to the maximum amount that can then be granted to the cardholder, taking into consideration the applicable credit granting standards. The Federation has no obligation to allow the cardholder to exceed his credit limit, even if it has done so in the past. The cardholder understands that the Federation may decide not to authorize any transaction that will result in the cardholder's credit limit being exceeded or that takes place after the credit limit has been exceeded. The cardholder is liable for the entire balance, whether or not it exceeds the credit limit. The cardholder agrees to repay forthwith on demand any amount that exceeds the credit limit.

4. ANNUAL FEES

The annual fees, where applicable, are indicated in the following table.

	MAIN CARD	ADDITIONAL CARD
Desjardins Cash Back Visa	No fee	No fee
Desjardins Cash Back Mastercard	No fee	No fee
Desjardins Classe Or (Gold) Visa	No fee	No fee
Desjardins Classic Visa with low interest rate	\$30	No fee
Desjardins Elegance Gold Visa with 1% BONUSDOLLARS	\$30	No fee
Desjardins Cash Back World Mastercard	\$50	\$10 per card
Desjardins Odyssey Gold Visa	\$110	\$30 per card
Desjardins Prestige Platinum Visa	\$130	\$40 per card
Desjardins Odyssey World Elite Mastercard	\$130	\$40 per card

An annual fee of **\$30** shall be payable when a cardholder benefits from the Low Interest Rate option⁵ and/or the **1%** accumulation BONUSDOLLARS Rewards Program option.⁵

Any amount payable as an annual fee 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 cards are issued and at each subsequent anniversary of the date of issuance. In the event that the 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 on a monthly basis to the cardholder. It is the cardholder's responsibility to ensure that a monthly statement has been received each month. If the cardholder does not receive such statement, he must immediately contact the Federation. The Federation shall not be responsible if, for any reason, the cardholder does not receive the account statement or any other communication sent to the address, or any other contact information, as shown in its records. It is the cardholder's responsibility to promptly advise the Federation of any change of address in order to ensure that monthly statements are

delivered to the appropriate address. The cardholder remains responsible for the payment even if he does not receive a statement or receives it late.

6. MINIMUM PAYMENT FOR EACH BILLING PERIOD

The cardholder shall repay to the Federation all indebtedness incurred through the use of the card as well as applicable credit charges on such indebtedness, in accordance with the terms and conditions of this Agreement. 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 if the cardholder does not have the Low Interest Rate option, or at least **2%** OF THE TOTAL of the following if the cardholder has the Low Interest Rate option of: **1)** the indebtedness remaining on the account statement for the previous period; **2)** regular purchases during the period covered by the account statement; **3)** cash advances obtained and cheques posted during the period covered by the account statement; **4)** applicable credit charges on indebtedness that was not paid on the due date shown on the account statement for the previous period; and **5)** applicable credit charges on cash advances obtained and cheques posted during the period covered by the account statement; LESS **6)** payments received since the date of the account statement for the previous period; and **7)** the amount of any transaction that has led to a credit 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) payable for the period covered by the account statement in respect of purchases made by way of equal instalment financing, multiple purchases by equal instalments, deferred equal instalment financing, cash advances by equal instalments and RRSP financing; and
- c) any amounts payable on the date of the account statement in respect of deferred payment financing; and
- d) any unpaid portion of the amount required to be

paid by the payment due date set out in a previous account statement; and

- e) any other amount for which the Federation gives notice to the cardholder requiring payment. The first monthly instalment for purchases made by way of equal instalments financing, cash advances repayable by equal instalments and RRSP financing will be billed on the first 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 for multiple purchases repayable by equal instalments will be billed on the first account statement issued after the deferred payment period-multiple purchases. The remaining monthly instalments will be billed on subsequent consecutive account statements. The outstanding principal amount and any credit charges relating to deferred payment financing, equal instalment financing, multiple purchases by equal instalments, deferred equal instalment financing, cash advances by equal instalments and RRSP financing may be prepaid in whole or in part prior to the due date, without penalty. The cardholder must choose a payment method which results in the cardholder's payment being received by the Federation on or before the payment due date, even if the cardholder's payment due date falls on a weekend or a holiday.

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

SEE REVERSE

interest rate; **5)** regular purchases that have not yet been posted to the account statement. In the event that the Federation incurs any legal fees pursuant to this Agreement, such fees will be charged after credit charges. In such case, the cardholder agrees to pay to the Federation all solicitor and client legal costs (on a full indemnity basis) incurred in collecting or attempting to collect a required payment, costs that may be awarded as a result of a Court proceeding, as well as the costs incurred by the Federation because a cheque or other instrument of payment given by the cardholder has been dishonoured.

8. TERMS OF PAYMENT

If the cardholder pays in full the total indebtedness on the account statement within **21** days from the posting of the monthly statement or from the date of its availability in electronic form, 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 that the balance of all indebtedness and accrued credit charges is paid in full by the due date shown on the account statement. Otherwise, credit charges are charged on regular purchases appearing on the account statement based on the average daily balance from the date of each purchase until the purchases are paid in full, at the annual interest rate in effect for the period covered by the account statement. However, if the total balance outstanding indicated on a subsequent account 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: **19.9%** or **12.9%** if the cardholder benefits from the Low Interest Rate option.

b) Cash advances (except balance transfers): all cash advances are subject to credit charges calculated on the average daily balance from the date they are made, at the annual interest

rate in effect for the period covered by the account statement.

Annual interest rate: **19.9%** or **12.9%** if the cardholder benefits from the Low Interest Rate option.

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, at the annual interest rate in effect for the financing plan offered by the Federation and chosen by the cardholder.

Annual interest rate: based on the financing plan offered by the Federation and chosen by the cardholder, up to a maximum of **19.9%**.

d) RRSP financing: RRSP financing is subject to credit charges calculated from the date it appears on the account statement to the date it is paid in full, at the annual interest rate in effect for the financing plan offered by the Federation and chosen by the cardholder. During a deferred payment period – RRSP financing, only credit charges are payable. At the end 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 the Federation and chosen by the cardholder, up to a maximum of **19.9%**.

e) Deferred payment financing: credit charges on purchases made by way of deferred payment financing are calculated from the payment due date shown on the account statement, until such purchases are paid in full. If the total amount of a purchase made by way of deferred payment financing is not paid in full on the due date shown on the account statement, it is automatically converted into a purchase by way of equal instalments financing, repayable by equal consecutive monthly payments (“converted balance”) as to principal and credit charges at the annual interest rate for the equal instalments financing plan offered by the merchant in effect at the date of conversion, by way of **12** equal monthly balance if the converted balance is less than **\$1,000**, by way of **24**

equal monthly payments if the converted balance is equal to or greater than **\$1,000** and less than **\$3,000**, or by way of **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 of the converted balance resulting from the conversion from deferred payment financing to equal instalments financing will be sent to the cardholder at least **30** days before the first payment due date. If, between the notice date and the due date shown on the account statement, the cardholder makes a partial payment only of a purchase made by way of deferred payment financing, the unpaid balance of such deferred purchase will be payable according to 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 rate applicable to the equal instalment financing plan in effect on the conversion date, up to a maximum of **19.9%**.

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 **19.9%**.

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 **19.9%**.

h) Multiple purchases by equal instalments: multiple purchases by equal instalments are subject to credit charges calculated from the end of the deferred payment period – multiple purchases 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 and the total amount of multiple purchases made during the deferred payment period – multiple purchases, up to a maximum of **19.9%**.

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: **19.9%** or **12.9%** if the cardholder benefits from the Low Interest Rate option. If the cheques provided to the cardholder or the Federation'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 the Federation to the cardholder (the "promotional period"). At the expiry of the promotional period, the applicable annual interest rate returns to **19.9%** or **12.9%** if the cardholder benefits from the Low Interest Rate option.

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. The cardholder understands that any payment he makes that creates a credit balance on his account will not bear interest and will not be insured by any governmental deposit insurance agency.

TABLE OF EXAMPLES OF CREDIT CHARGES FOR A 30-DAY BILLING CYCLE				
	ANNUAL INTEREST RATE	AVERAGE DAILY BALANCE		
		\$100	\$500	\$1000
Regular Interest Rate	19.90%	\$1.64	\$8.18	\$16.36
Low Interest Rate	12.90%	\$1.06	\$5.30	\$10.60
Equal Instalments Financing	19.90%	\$1.64	\$8.18	\$16.36

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10. LATE PAYMENT CHARGES

If the cardholder fails to make the minimum payment required on the due date shown on the 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 **19.9%** per year. 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 reduced rate will begin to apply again.

In the event the cardholder is more than **30** days late making any payment owed under the Agreement, interest will be calculated and collected on the accrued interest as of the Minimum Payment Due date until payment in full of any late payment.

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 statement 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 the Federation shall not be 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.

d) The Federation may, at any time, suspend the electronic presentation of the online account statement and send it by mail.

12. COMMUNICATIONS WITH CARDHOLDER

Should the Federation have any questions regarding the cardholder's card, the cardholder specifically authorizes the Federation to contact him at his place of business or by any other means, at the Federation's discretion. Any communication made to any cardholder will be considered sufficient communication to all cardholders. The cardholder can call the Federation at **1-800-363-3380** during regular business hours in order to obtain information regarding his account, to update his record or to make a payment. The cardholder using a TTY machine may contact the Federation at **1-800-855-0511**. To report the loss or theft of a card or cheques, the cardholder must call the Federation at **1-800-363-3380**.

13. AMENDMENTS TO THE TERMS OF THE CARDHOLDER AGREEMENT

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, the Federation 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. The Federation 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. Use or activation of the card after the effective date indicated in the notice will constitute acceptance by the cardholder of the amendments contained in such notice. Amendments to the Agreement do not affect the amounts due on the account.

14. USE OF PIN

a) Genuine signature: The cardholder acknowledges that the joint use of his card with his 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 Agreement.

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 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 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 PIN or as soon as he suspects a third person of knowing his PIN, he undertakes, in order to continue to make purchases or obtain cash advances, 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 this Agreement. When unauthorized transactions are made with the cardholder's card, the cardholder shall not be liable for these transactions.

The cardholder acknowledges that the Federation 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 the Federation'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 the Federation for the purposes of said transfer. The Federation 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 the Federation's control.

16. OVERDRAFT TRANSFER

When the cardholder signs up for overdraft transfer:

a) he authorizes the financial institution where he holds a PC account to draw an overdraft cash advance on his card account to cover any transaction on this account when the balance available in the PC account is insufficient. The overdraft cash advance

will correspond to the exact amount necessary to cover the transaction;

b) subject to Section **16 d)** of this Agreement, he undertakes that the PC account benefiting from the overdraft transfer will only require one signature;

c) he agrees that the Federation may reserve on his 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 will be adjusted accordingly;

d) he agrees, 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 joint holder of the card with the cardholder;

e) he understands and agrees that the amounts reserved on his 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 card and 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 Federation; **3)** agree in advance to the terms of use of the Desjardins mobile payment service, as they may be amended from time to time and meet any other requirements set forth by the Federation, the participating telecommunications service provider or the payment application provider. The terms of use of the Desjardins mobile payment service form an integral part of this Agreement as of their acceptance by the cardholder.

b) Cancellation or deactivation of Desjardins mobile payment service: the Federation reserves the right to modify or terminate the Desjardins mobile

payment service without notice if the cardholder no longer meets the eligibility requirements.

18. CARD AND CHEQUE VALIDITY

The cardholder agrees not to use the card or cheques before the validity date or after the expiry date indicated on the card.

19. CANCELLATION OF CARD AND CHEQUES

The card and the cheques remain the property of the Federation, 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, without notice. The Federation shall not be liable to the cardholder in this or in any other event and the cardholder shall remain liable for any amount appearing on his account statement.

20. RESPONSIBILITY OF THE FEDERATION

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

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

If a 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 the Federation is notified of the loss or theft of the 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 CARD

The cardholder agrees that when he carries out a transaction without presenting his card and by simply providing the merchant with his credit card number (for example, transactions made over the telephone

SEE REVERSE

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 PIN in an accessible device.

23. DISPUTES

The Federation assumes no liability whatsoever for the quality of the goods or services obtained using the card or cheques and all claims or disputes (concerning sales drafts or credit vouchers, requests for refunds, etc.), must be settled directly between the cardholder and the merchant. If the cardholder wishes to discuss a disputed transaction, the cardholder should contact the Federation. Without limiting the generality of the foregoing, any recourse of the cardholder against the Federation in connection with the use of the card or cheques shall be limited to the reimbursement of any amounts improperly charged to the cardholder's account. Although the Federation has no legal obligation to do so, the cardholder acknowledges and agrees that if the Federation credits the cardholder's account for any amount related to a disputed transaction, any and all right, claim, demand or other interest that the cardholder has or may have in respect of such disputed transaction are automatically assigned to the Federation. The cardholder also agrees to fully cooperate with the Federation in any dispute against a merchant. The cardholder acknowledges and agrees that any dispute that he may have with any merchant does not affect his obligation to pay the Federation the full amount that has been charged to the account.

24. CREDIT VOUCHERS

Any credit voucher will be credited to the cardholder's account on the day it is received by the Federation and it is only then that the cardholder's responsibility for the indebtedness will cease.

25. CURRENCY CONVERSION SERVICE

All purchases or cash advances 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 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 **2.5% (\$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 Agreement 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 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 credit is processed, minus a currency conversion charge of **2.5% (\$2.50 per \$100 spent)**.

26. JOINT AND SEVERAL LIABILITY

If the card is issued in the name of more than one cardholder on the same account, each such person shall be jointly and severally liable for any and all indebtedness incurred such indebtedness and may be claimed in full from their respective heirs, legatees and assigns.

27. GUARANTEE

In consideration of the Federation agreeing to provide a card or financing to the cardholder, the guarantor hereby agrees to be jointly and severally liable for all of the financial liabilities and obligations of the cardholder to the Federation pursuant to this Agreement. The Federation may demand payment from the guarantor even if the Federation has not tried to obtain payment from the cardholder. The guarantor's interests are fully subordinated to the claims of the Federation and the guarantor waives all rights to take legal action against the cardholder and all rights of subrogation until the Federation is paid in full. The guarantor is not released from the guarantee simply because the Federation may, from time to time, change the terms of the cardholder's obligations. The guarantor waives the need for notice of any such changes.

28. 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 Agreement. The cardholder agrees to review each monthly statement and if an error is found, the cardholder must tell the Federation within **30** days of the issue date of the statement. If the cardholder does not do so, the statement will be regarded as final. However, the Federation may at any time remove from the cardholder's account any credits that have been posted in error. 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 Agreement, the cardholder agrees that the entry of the transaction on his monthly account statement will constitute proof that the transaction was carried out. The Federation 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 Agreement, unless in such case, he provides the Federation with a transaction record confirming the purchase or the cash advance. The cardholder agrees that any data support on which the data pertaining to the transactions made is stored constitutes a sufficient written proof for all legal proceedings.

29. CARD PROGRAM PARTICIPATION RULES

The rules applicable to the Cash Back Program and the BONUSDOLLARS Rewards Program can be found on the reverse side of the document bearing the card, if the card issued in the cardholder's name is eligible for one of the aforementioned programs. 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 Cash Back Program and the BONUSDOLLARS Rewards Program are also available at any time at desjardins.com/rewards or by calling **1-800-363-3380**.

SEE REVERSE

30. TERMINATION OF AGREEMENT

The Federation may terminate this Agreement at any time, without notice if the cardholder is in breach of this Agreement, including without limitation, where the cardholder fails to make payments by the due date in accordance with the types of credit used, or if he becomes bankrupt, insolvent, or makes a proposal under bankruptcy legislation. If this Agreement is terminated, the Federation or its agent may, subject to the laws of the Province of residence of the cardholder, do any or all of the following:

- a) refuse to honour any cheques (whether made before or after such termination);
- b) require the entire balance of the cardholder's indebtedness including, without limitation, credit charges to be repaid immediately, whether or not such balance is due and payable at that time;
- c) debit any account the cardholder may have with the Federation and apply the funds against the indebtedness and credit charges owing under this Agreement;
- d) request that all cards and unused cheques be returned to it; and
- e) take possession of all such cards and unused cheques. If this Agreement is terminated, the cardholder will continue to be liable for indebtedness and credit charges and is responsible for returning all cards and unused cheques to the Federation. If a card or cheque is used after this Agreement is terminated, the cardholder will be liable for all indebtedness incurred and credit charges thereon even though the Agreement was terminated. The cardholder will not be liable for any indebtedness incurred through the unauthorized use of his card after he has returned the card to the Federation. The cardholder shall pay to the Federation, on a full indemnity basis, all legal fees and expenses incurred by it to recover any indebtedness or credit charges and all expenses incurred by it to take possession of any cards or cheques.

31. ASSIGNMENT

The Federation may assign its rights and obligations under this Agreement without notice to the cardholder.

32. PERSONAL INFORMATION

The Federation will open a file under the cardholder's name so that the cardholder may receive financial services as they relate to the various credit and payment services. The personal information contained in this file is kept at the offices of the Federation or its agents, and is consulted by their employees when warranted in the performance of their duties. The cardholder has a right to access the contents of his file and to correct any erroneous information by making a written request to that effect to the privacy officer. The cardholder may also have his name excluded from the Federation direct marketing lists. The cardholder may address these requests to: Customer Service Department (PRP), P.O. Box **8600**, Station Centre-ville, Montreal, Quebec, **H3C 3P4**.

The cardholder agrees that the Federation may obtain and update, from any credit reporting agency, financial institution, employer or credit card issuer ("Third Parties"), only information required for the subject matter of its file, i.e., the provision of financial services as they relate to the various credit and payment services, in order to assess the cardholder's creditworthiness, to administer the cardholder's account and to review his financial commitments to the Federation within the context of this Agreement or the cardholder's other financial dealings with it. The cardholder authorizes Third Parties to disclose such information to the Federation, even though said information may be in an inactive or closed file. The cardholder agrees that the Federation may disclose to any personal information agent, financial institution and credit card issuer any information regarding the cardholder's financial commitments to the Federation arising from the use of the card. The above consents shall remain in effect as long as the cardholder has carried on business with the Federation, failing which the Federation shall terminate this Agreement. In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

33. DATA TRANSMISSION TO CERTAIN THIRD PARTIES

The cardholder agrees that the Federation 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.

34. 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 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**.

35. OPTIONAL SERVICES

The cardholder may subscribe to optional services or benefits supplied by independent service providers. The Federation is not liable for services or benefits that it does not directly provide. In the event of a dispute, the cardholder must address the matter directly with the supplier of such services or benefits. All terms and conditions pursuant to an optional service are specified in a separate agreement and shall not form a part of this Agreement even where the Federation collects an amount for such optional service. The cardholder may terminate an optional service at any time during the term of the Agreement on giving **30** days notice to the service provider or such shorter period of notice as is specified in the agreement under

which the service is provided. The optional services associated with the account may be modified or terminated without notice by the service provider, unless the law provides otherwise. The cardholder must contact the service provider should he require additional information regarding the modification or termination of an optional service.

36. PREAUTHORIZED PAYMENT

The cardholder is responsible for any preauthorized payment he has authorized any merchant to charge to his card, even after he or the Federation cancels this Agreement. If the cardholder wishes to discontinue any payment, he must contact the merchant and verify his account statements to ensure that the payments have been discontinued. If they have not stopped despite the cardholder's instructions to a merchant, the Federation is not obligated to, but may be able to assist the cardholder if he provides the Federation with a copy of the written request to the merchant.

37. HEADINGS

The headings to each section of this Agreement are added for convenience and shall not be used to interpret the meaning of this Agreement. In this Agreement, unless the context otherwise requires, any reference to gender shall include both genders and words importing the singular number shall include the plural and vice-versa.

38. ENTIRE AGREEMENT

This Agreement, together with the Initial Disclosure Statement provided with same, the receipt of which the cardholder acknowledges, constitute the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understandings and negotiations, whether written or oral. In the event of inconsistencies between the Initial Disclosure Statement and the Cardholder Agreement, the provisions of the Cardholder Agreement prevail.

39. SEVERABILITY

Each of the provisions of this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a Court of competent jurisdiction shall not affect the validity, legality or enforceability of any other provision hereof.

40. WAIVER

Except as expressly provided in this Agreement, no waiver of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

41. GOVERNING LAW

This Agreement will be governed and interpreted in accordance with the laws of the province or territory in Canada where the cardholder resides or most recently resided and the laws of Canada, as applicable. If the cardholder has not resided in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.

* All other trademarks are the property of their respective owner(s).

¹ Only available to cardholders who have an account with a caisse populaire that is a member of the Federation des caisses populaires de l'Ontario or the Caisse populaire acadienne Itée.

² Only available to cardholders who have an account with a caisse populaire that is a member of the Federation des caisses populaires de l'Ontario inc.

³ Only available to cardholders who have an account with a caisse populaire that is a member of the Federation des caisses populaires de l'Ontario inc.

⁴ Only available to cardholders who have an account with a caisse populaire that is a member of the Federation des caisses populaires de l'Ontario or the Caisse populaire acadienne Itée.

⁵ As of April 27, 2014, the Low Interest Rate option and BONUSDOLLARS option are no longer available. The BONUSDOLLARS Rewards Program is included with the Desjardins Elegance Gold Visa card with 1% BONUSDOLLARS, Desjardins Modulo Visa card, Desjardins Odyssey Gold Visa card, Desjardins Platinum Visa card, Desjardins Platinum Prestige Visa card, Desjardins Odyssey World Elite Mastercard card and Desjardins Odyssey Infinite Privilege Visa card. However, cardholders who have a card with one of these options as at April 27, 2014, can keep them by paying the related charges.

SEE REVERSE