

# CARDHOLDER AGREEMENT

## Vancity Community Investment Bank™ Visa\* Prepaid Card

For Card numbers starting with:

<b>4214 0200 5</b> <b>4214 0200 6</b> <b>4216 5701 5</b> <b>4321 441</b>	CLICK <b>HERE</b> for the Cardholder Agreement and applicable fees on the Card
<b>4321 440</b> <b>4214 0200 2</b> <b>4214 0200 3</b> <b>4216 5700</b>	CLICK <b>HERE</b> for the Cardholder Agreement (effective December 8, 2011) CLICK <b>HERE</b> for the applicable fees on the Card For Cards starting with <a href="#">4216 5700</a> purchased prior to December 8, 2011 and not used for any transaction thereafter, please email prepaidvisa@vcib.ca. A different cardholder agreement may apply to you. For Cards starting with <a href="#">4214 0200 2</a> purchased prior to December 8, 2011 and not used for any transaction between December 8, 2011 and June 22, 2013, please email prepaidvisa@vcib.ca. A different cardholder agreement may apply to you.

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# Cardholder Agreement

## Vancity Community Investment Bank Visa Prepaid Card

Effective June 17, 2018, date last revised.

Ensure you read this Agreement as your rights as a cardholder are strictly limited.

If you do not accept the terms and conditions of this Agreement you must not use or accept the card. The card is not valid until signed by you.

### 1. Introduction

This Agreement governs your Card which is issued by Vancity Community Investment Bank. As such, this Agreement constitutes our agreement with you with respect to your Card. Please go to [www.mybalance.ca](http://www.mybalance.ca) or the internet site indicated on the back of your Card for a current copy of this Agreement and additional information about your Card. All capitalized terms used in this Agreement have the meanings set out in Section 4.

### 2. Important Information

**2.1 Card Information, Balances, and Transactions.** For questions about this Agreement or your Card Balance call the Cardholder Services Number 1.866.315.7728 or go online to [www.mybalance.ca](http://www.mybalance.ca).

**2.2 Card Restrictions.** The Card can only be used as payment for goods and services from merchants who accept Visa. As such, the Card cannot be used (i) to make cash withdrawals at automated teller machines; or (ii) for “cash back” transactions (i.e. transactions for an amount greater than the price of goods or services purchased). The Card is non-reloadable and is not refundable. The Card cannot be used for pre-authorized regular payments.

**2.3 No CDIC Insurance.** Funds on the Card are not insured by the Canada Deposit Insurance Corporation.

**2.4 No Expiry.** Funds on the Card do not expire, however, the Card may not be used after the last day of the month on the front of the Card shown as the Good Thru date.

**2.5 Lost or Stolen Cards.** You will be liable for any and all losses, damages and expenses if:

(a) your Card is lost or stolen (except you will not be liable for any charges incurred on your Card through merchants that are identified by us as unauthorized);

(b) your Card is misused with your consent;

(c) you have been negligent (including failing to look after your Card resulting in unauthorized transactions being made); or

(d) you have acted fraudulently.

If your Card is lost or stolen or if someone else may know your Card number, you must notify us immediately by calling the Cardholder Services Number on the back of the Card and provide your name, the Card number, Good Thru date, original value and transaction history to us. Always keep a secure record of the Card number, Good Thru date and your Card transactions for this purpose. All transactions carried out prior to such notification shall be deemed to have been authorized by you.

**2.6 Split Payments.** If a merchant allows, you may be able to use your Card to combine payment types often called “split payments” (e.g. for a \$20 purchase, using a \$10 cash payment and a \$10 Card payment). If you wish to conduct a split payment and it is permitted by the merchant, you may: (i) tell the merchant to clear the Card Balance; or (ii) if you know your Card Balance, tell the merchant to charge to the Card only an exact amount of funds, which must be equal to or less than the available Card Balance. You must then arrange to pay the difference using another payment method.

## 2.7 Fees

Purchase Fee	\$2.00 - \$6.95, depending on the Card purchased and the amount loaded on the Card. Paid only when the Card is originally purchased
Maintenance Fee	\$2.50 per month (or the remaining balance on the Card, if less than \$2.50), beginning either 12 months after the date the Card is purchased or in the month after the Good Thru date, whichever is later.
Foreign Transaction Fee	2.50% of the amount of the foreign transaction. If we pay for a foreign transaction in Canadian currency, the Card will be charged the same conversion rate we are required to pay, plus an administration fee of 2.5% of the converted amount. This fee applies to both debits and credits and is not refundable in the event of termination of the Card.

Fees are not refundable. Maintenance Fees and Foreign Transaction Fees will be deducted from the Card Balance.

## 3. Right of Purchaser or Recipient of Card.

3.1 The sole right of a purchaser or recipient of a Card who does not sign the Card and/or use it for his or her own use has the right to deliver the Card to a recipient as a gift. The Card must be delivered in its original Card Carrier and with this Agreement, even if the Card has been removed from its original Card Carrier. This is not a credit card. No interest is payable to you on the Card Balance.

## 4. Definitions.

The following definitions apply to the terms used in this Agreement:

**(a) Account** means the account maintained by us that is linked to your Card. Your Account may be accessed at [www.mybalance.ca](http://www.mybalance.ca);

**(b) Activate** and **Activation** means the activation of the Card to enable you to use the Card;

**(c) Agent** means our Card program manager and its affiliates and subcontractors and any person from which you purchased the Card and which participates in a Vancity Community Investment Bank Visa Prepaid Card program;

**(d) Agreement** means this Cardholder Agreement, as amended from time to time;

**(e) Balance** means the current available balance of funds on the Card as a result of transactions. The Card Balance is maintained by us and can be viewed at [www.mybalance.ca](http://www.mybalance.ca);

**(f) Card** means the Prepaid Card issued to you by us and loaded with Canadian currency, including all replacements cards that may be issued from time to time in accordance with this Agreement, and references to it include the Security Details;

**(g) Card Carrier** means the case and packaging in which your Card is presented, displaying important information relating to your Card, including fee information in respect of your specific Card;

**(h) Card Services** means any services provided by us in connection with the Card;

**(i) Cardholder Services Number** means the toll free Cardholder services number 1.866.315.7728 indicated on the back of your Card or shown on the Website;

**(j) CVV2** means the three-digit number printed after the partial Card account number on the back signature panel of the Card;

**(k) Good Thru date** is the date (month and year) printed on the front of the Card on which the Card plastic will expire;

**(l) Include, includes** and **including** are deemed to be followed by the words "without limitation";

**(m) Personal Information** is the information that we collect about you when we provide you with Card Services,

including the transactions on your Balance and personal information we collect through any application form, correspondence, e-mails, telephone calls and the internet;

**(n) Security Details** means any of the information given by you when applying for the Card or during Activation, or any changes made to this information including the CVV2 number on the back of the Card;

**(o) Website** means the [www.mybalance.ca](http://www.mybalance.ca) or the internet site indicated on the back of your Card;

**(p) you** and **your** means the purchaser of the Card, or the recipient of the Card as a gift, who signs the back of and/or uses the Card; and

**(q) we, us** and **our** means Vancity Community Investment Bank; the issuer of the Card, whose internet site is located at [www.vancitycommunityinvestmentbank.ca](http://www.vancitycommunityinvestmentbank.ca).

## **5. Ownership of the Card.**

5.1 The Card is our property and we may request you to return it to us if we believe there is a good reason (including the reasons described in Section 15.1 below) to ask for its return.

## **6. Activation.**

The Card is activated and ready to use at the time it is issued to the purchaser of the Card unless otherwise indicated on the Card Carrier or on the receipt of the merchant from which you purchased the Card.

## **7. Use of the Card.**

7.1 All use of the Card is limited to the Card Balance as shown on [www.mybalance.ca](http://www.mybalance.ca).

7.2 The Card will expire on the last day of the month and year printed on the front of the Card shown as the "Good Thru" date. The Card may not be used for any purpose after expiry.

7.3 When you present your Card to a merchant, the merchant will prepare a sales receipt which you may be asked to sign. You will receive a copy of the sales receipt and you should keep each receipt until the transaction appears on your Balance. This will help you to keep track of your spending and transactions shown on your Account.

7.4 You agree that we are not responsible for any failure by the merchant to verify the signature on any sales draft prepared in connection with a transaction on your Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on your Card.

7.5 For each transaction where you use your Card to purchase goods or services, the amount of the transaction and any applicable fees will be debited immediately from the Balance and will reduce your available Balance.

7.6 Each transaction requires authorization or validation before completion. You acknowledge that once a transaction is authorized, whether or not you have received the goods or services at the time of authorization, your Balance will decrease by the amount of such authorization.

7.7 If you initiate a transaction with a merchant and subsequently cancel the transaction with the merchant, any completed authorization will remain on your Account for 7 days. The debit will be removed from your Balance after the 7 days.

7.8 Merchants such as hotels, restaurants, mail order merchants, cruise lines, taxis/limos, health and beauty merchants and car rentals may obtain authorizations in advance for Card transactions in an amount greater than the final transaction amount (temporarily affecting the Card Balance). Any amount required as a pre-authorization at car rental merchants or hotels will be debited from your Card Balance. If after 30 days no final charge is submitted to us by the merchant, the pre-authorization will be removed from your Account and the amount of such pre-authorization will be credited to your Balance.

7.9 If you have a problem with a purchase you make with the Card or a dispute with a merchant, you must deal directly with the merchant involved. If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of the specific merchant with whom the original purchase was made. Refunds may be in the form of a credit to your Card, cash refund or in-store credit at the discretion of the merchant.

7.10 You do not have the right to stop the payment of any transaction you conduct with the Card.

7.11 You are responsible for all authorized transactions initiated by use of your Card and for all losses as set out in Section 2.5 or 12.1. If you permit someone else to use your Card, you agree that we may refuse to authorize any transactions initiated by such person with your Card, but if we authorize any such transactions we may treat such person as authorized by you to use your Card and you authorize us to debit the amount of such transactions from your Balance.

7.12 You may use your Card for split payments as set out in Section 2.6 above.

7.13 The Card may not work at unattended terminals, such as parking or pay at the pump gas stations, due to security features on the Card.

7.14 You may use your Card for online transactions once you register your Card at

[www.mybalance.ca](http://www.mybalance.ca) (except as otherwise noted in this Agreement), however, due to the many different security features of various websites, we cannot guarantee that your Card will be accepted and a transaction approved through any particular website.

7.15 If a negative Balance is created following any transaction using the Card or as a result of the debit of any fee, you agree to pay the amount of such negative balance to us within thirty (30) days of such transaction.

7.16 You may not use your Card at casinos or for any gambling activity or for any illegal, improper or unlawful purpose.

7.17 We may decline a transaction if we suspect it may be illegal, unauthorized, fraudulent, or otherwise not permitted under this Agreement.

7.18 We may, from time to time, change the types of transaction which may be available or the businesses which may accept your Card at point of sale. You may call the Cardholder Services Number to find out whether you may use your Card for a particular type of transaction.

## **8. Your Balance.**

8.1 If we notice an error in your Balance that is our fault we will correct it.

8.2 You can check your Card Balance online at [www.mybalance.ca](http://www.mybalance.ca) or calling toll free 1.866.315.7728.

8.3 If you notice any error or omission relating to the transactions on your Card as recorded in your Balance then you must immediately notify us at the Cardholder Services Number. If you do not notify us within 30 days after the date of a transaction of any error or omission relating to the transaction, the record of the transaction in your Balance will be conclusively deemed to be correct, except for any amount improperly credited to the Card. A microfilm or other copy of an electronic record of a sales draft or other document relating to a transaction will be sufficient to establish your authorization, and any other details, of the transaction.

(a) Provided that you have complied with our reasonable requests for information, we will correct the error if it is our or any of our service providers' fault. If we decide it is not our fault, we will notify you in writing or by e-mail as soon as our decision is made.

(b) If we decide we are at fault, there may be a delay in crediting your Card for the error while our investigations are completed, but such a credit will normally occur within ten (10) days.

## **9. Card Services**

We may provide or make available to you special Card Services which may be paid for with the Card. We will explain the terms and conditions of these Card Services at the time that we provide or make these Card Services available to you. The terms and conditions of this Agreement will still apply to any Card Services you choose to accept, except to the extent modified by the terms and conditions of the Card Services. Any Card Service may be discontinued without notice, subject to the terms and conditions that apply to the particular Card Service. We are not liable for any Card Services provided by a third party.

## **10. Foreign Currency Transactions.**

10.1 All transactions will be recorded in your Account in Canadian currency only.

10.2 If you make a purchase or obtain funds with the Card in a currency other than Canadian currency, you authorize us to convert the amount of such transaction to Canadian currency based on the rate charged by the Visa International network on the day we process the transaction, plus an administration fee of 2.50% of the amount of the transaction. We will also convert credits (e.g. refunds or returns) in a foreign currency to Canadian currency based on the rate charged by the Visa International network on the day we process the credit, plus an administration fee of 2.50% of the credit.

10.3 You acknowledge that the exchange and administration costs of currency conversion will be incurred for both debits (e.g. purchases in foreign currency) and credits (e.g. refunds or returns in foreign currency) to your Account. These costs and variances in foreign exchange rates will usually result in the amount of a debit for a purchase exceeding the amount of the corresponding credit for a refund or return of such purchase. You also acknowledge that any credit for a refund or return may be processed on a date that is later than the date on which the corresponding debit for the original purchase is processed, and a change in the applicable rate of exchange between such dates may further reduce the amount of the credit for the refund or return.

## **11. Card Security.**

11.1 You must ensure you keep the Card secure by:

- (a) never allowing anyone else to use your Card;
- (b) not interfering with any magnetic stripe on the Card;
- (c) not giving the Card number to any unauthorized person;
- (d) not giving any Security Details to any unauthorized person;
- (e) complying with any reasonable instructions we give about keeping the Card and any Security Details safe and secure.

## **12. Lost, Stolen and Misused Cards and Unauthorized Transactions.**

12.1 If the Card is lost or stolen, or if someone else may know your Card number, you must notify us immediately by calling 1.866.315.7728 and provide your name, the Card number, date of expiry, original value and recent transaction history to us. Keep a secure record of the Card number, date of expiry and your transactions separate from the Card. Do not share your Card number unless you call 1.866.315.7728 and are asked by the Cardholder Services team.

12.2 If you have not registered the Card on the Website (see Section 13.1 below), you authorize us to act in your place as cardholder to take any steps we deem necessary in the case of suspected or alleged fraudulent use of the Card or Card number.

## **13. Registration and Replacement of Cards.**

13.1 Register your Card on [www.mybalance.ca](http://www.mybalance.ca), or by calling 1.866.315.7728 at any time, including after the Good Thru date. You will need to register your Card for most online purchases and it must be registered in order for it to be replaced if it is lost or stolen, damaged or if you wish to obtain a replacement Card.

13.2 If your Card has been registered on the Website and has a Balance after the last day of the month of the Good Thru date, we will, upon your request, issue you a new Card with a new Good Thru date in order for you to continue to access your remaining Balance. You must call the Cardholder Services Number to request a new Card.

13.3 The Card will be replaced at your request if it is lost or stolen, subject to the following conditions:

- (a) you must notify us in the event the Card is lost or stolen as set out in Section 12;
- (b) we reserve the right to: conduct an investigation into the validity of any request; require verification of your identity; and require you to provide an affidavit in connection with your request;
- (c) it may take up to thirty 30 days to process your request; and
- (d) the Card must be registered on the Website.

#### **14. Privacy.**

We may collect certain Personal Information from you when you buy the Card or during Activation, or when we provide you with any Card Services, including your name, home address, and email address. We will collect, use and disclose your Personal Information only in accordance with our Privacy Policy available at [www.vancitycommunityinvestmentbank.ca](http://www.vancitycommunityinvestmentbank.ca). It is your responsibility to notify us if your phone number, home, or email address changes, in the event that we have to contact you regarding your Card. You can notify us of a change in your contact details by calling us at 1.866.315.7728 or by updating your information online at [www.mybalance.ca](http://www.mybalance.ca).

#### **15. Ending this Agreement.**

15.1 We may ask for the return of the Card, cancel or suspend use of the Card and/or end this Agreement immediately and without notice if:

- (a) we believe the Card has been or is likely to be misused;
- (b) we believe the Card was purchased with fraudulent funds;
- (c) any of the terms and conditions of this Agreement are breached or violated by you;
- (d) there is a dispute over the Card's ownership;
- (e) we believe the Card is counterfeit; and
- (f) as otherwise provided in this Agreement.

15.2 If we wish to end this Agreement for any other reason we may do so by giving

you at least fourteen (14) days' notice, which we may give by posting a notice on [www.mybalance.ca](http://www.mybalance.ca) or by any other reasonably effective means. Such notice will set out the date this Agreement shall terminate and we will not process any transactions on the Card initiated on or after such date. Subject to the following sentence, you will be entitled to the return of your Balance by surrendering your Card to us at the address which you may obtain from the Cardholder Services Number. Sections 2, 7, 12, 14, 17, 20 and 22, will survive termination of this Agreement, along with any other Section that by its nature survives termination.

#### **16. Changes to this Agreement.**

16.1 This Agreement is in effect as at the date of purchase and a current copy of this Agreement can be obtained at [www.mybalance.ca](http://www.mybalance.ca).

16.2 We will not increase any fees associated with your Card or impose any fees other than those listed above.

16.3 We may make any other change to this Agreement in order to comply with any governmental, provincial or federal laws or regulations governing the Card or for any other reason as we may see fit by posting a notice at [www.mybalance.ca](http://www.mybalance.ca). Any change that we make to the Agreement will become effective 10 days after the updated Agreement is posted to the Website. You should check [www.mybalance.ca](http://www.mybalance.ca) from time to time to ensure that you are aware of any changes made.

#### **17. Our Liability to You.**

17.1 You agree that we and our Agents will not be liable to you for any loss, damages or expenses whatsoever due to:

- (a) any of your instructions not being sufficiently clear;
- (b) any failure by you to provide correct information;
- (c) any failure due to events outside our reasonable control;
- (d) any system failure or industrial dispute;
- (e) the way in which any refusal to accept the Card is communicated to you;
- (f) our taking any action required by any governmental, federal or provincial law or regulation or court order;
- (g) anything specifically excluded or limited elsewhere in this Agreement;
- (h) any breach or violation of this Agreement by you; or
- (i) a declined authorization for any particular transaction, regardless of the reason.

17.2 Except in Quebec, we and our Agents will not be liable for any claims whatsoever, including claims for personal injury, death, damage to property or economic loss, howsoever caused, arising from the use of the Card, negligence on our part, breach of contract or any other tort or cause of action at common law, in equity or by statute.

17.3 Except in Quebec, we and our Agents will not be liable under any circumstances for any indirect, special or consequential damages.

17.4 Information sent over the Internet may not be completely secure and the Internet and related online systems may not function at all times. Accordingly, we and our Agents are not responsible for any loss, damage or expenses you may incur if a third party obtains access to your confidential information transmitted over the Internet or if you are temporarily unable to access your Balance and transaction information at [www.mybalance.ca](http://www.mybalance.ca).

### **18. Third Party Rights.**

Nothing in this Agreement will give any third party any benefit or the right to enforce any terms of this Agreement.

### **19. Transferring our Rights.**

We may assign any of our rights and obligations under this Agreement to any other person or business without your consent, subject to such party assuming our obligations under this Agreement, and, in connection with such assignment, you consent to us transferring to any such party all Personal Information that we have about you.

### **20. Law and Jurisdiction.**

This Agreement will be interpreted in accordance with the laws of the province of British Columbia and the applicable laws of Canada. In the event of a dispute, you agree that the courts in British Columbia shall be competent to hear such dispute and you agree to be bound by any judgment of that court.

### **21. In Quebec**

Both of us acknowledge that we and you have required that this Agreement be drawn up in English. Nous reconnaissons tous deux avoir exigé la rédaction en anglais de la présente convention.

### **22. Disclaimer.**

While every effort will be made to ensure all information sources provide correct information relating to the Card and your Balance, we rely on many information sources, some of which are outside our control, and neither us nor our Agents will be held liable or responsible for the accuracy of information from such sources.

### **23. Contact Us.**

All Card-related inquiries should be directed to the Cardholder Services Number 1.866.315.7728 available 24 hours a day, 7 days a week. Contact information is also available on [www.mybalance.ca](http://www.mybalance.ca).

If you have any general questions about your Card or want to make a complaint you can mail us a letter to the following address:

Vancity Community Investment Bank  
PO BOX 8000, Station Terminal  
Vancouver, BC V6B 4E2

We have a complaint/dispute resolution process in place for dealing with these problems. A copy of this policy is available at [www.vancitycommunityinvestmentbank.ca](http://www.vancitycommunityinvestmentbank.ca).

### **24. Financial Consumer Agency of Canada**

If you have a complaint about any of our obligations under a consumer provision of the

Bank Act you may contact the Financial Consumer Agency of Canada at 427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9 or through its website at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca).



# Cardholder Agreement

## Vancity Community Investment Bank Visa Prepaid Card

For Card numbers starting with 4321440, 421402002, 421402003, 42165700

Effective December 8, 2011

Ensure you read this Agreement as your rights as a cardholder are strictly limited. This Card is subject to fees as set out in Section 8 of this Agreement and as specifically described on the card carrier.

If you do not accept the terms and conditions of this agreement you must not use or accept the card.

### 1. Introduction.

The following terms and conditions of this Agreement govern the Vancity Community Investment Bank Visa Prepaid Card issued by Vancity Community Investment Bank. As such, this Agreement constitutes our agreement with you with respect to your Card. By signing the back of, or using a Card, you agree to be bound by the terms and conditions of this Agreement.

### 2. Important Information regarding the Nature of the Card.

2.1 The Card issued with this Agreement:

- a. is not valid until signed by you;
- b. is not refundable and may not be cancelled by you;
- c. is not a credit card;
- d. is not (nor is your Balance or any other record relating to the Card) a deposit with us nor is it related to or connected in any way with a bank account with the Bank;
- e. does not (nor does your Balance or any other record relating to the Card) constitute evidence of indebtedness or liability of the Bank to you, except to honour transactions initiated with the Card as provided in this Agreement;
- f. is not assignable once it has been signed by you.
- g. is not (nor is the Balance) insured by Canada Deposit Insurance Corporation.

2.2 The Card and its use are subject to the limits set out in these terms and conditions. For greater certainty, you shall have no right to write cheques on or demand repayment of the outstanding balance of available funds on the Card but are strictly limited to the right to use the Card in accordance with this Agreement as payment for goods and services from merchants who accept Visa as a form of payment.

2.3 There is no interest payable to you on any available balance of funds on the Card.

2.4 The sole right of a purchaser or recipient of a Card who does not sign the Card and/or use it for his or her own use is the right to deliver the Card to a recipient as a gift. The Card must be delivered in its original Card Carrier and with this Agreement, even if the Card has been removed from its original Card Carrier. The purchaser or recipient of the Card shall have no right whatsoever to make any claims against us or our Agents or to request a refund or cancellation of the Card.

### 3. Definitions.

The following definitions will apply to the following terms used in this document:

- a. “**Activate**” and “**Activation**” means the activation of the Card to enable you to use the Card;
- b. “**Agent**” means our Card program manager and its affiliates and subcontractors and any person from which you purchased the Card and which participates in a Vancity Community Investment Bank Visa Prepaid Card program;
- c. “**Agreement**” means this Cardholder Agreement;
- d. “**ATM**” and “**ABM**” mean an automated teller machine and automated bank machine respectively;
- e. “**Balance**” means the record maintained by us of the balance of available funds on the Card;
- f. “**Bank**” means Vancity Community Investment Bank;

g. **“Card”** means the Vancity Community Investment Bank Visa Prepaid Card loaded with Canadian currency, including all replacements thereof which may be issued from time to time in accordance with this Agreement, and references to it include the Security Details;

h. **“Card Carrier”** means the case and packaging in which your Card is presented, which displays important information relating to your Card, including but not limited to fees relating to your specific Card;

i. **“Card Services”** means any services provided by us in connection with the Card;

j. **“Customer Service Number”** means the toll free customer service number indicated on the back of your Card;

k. **“CVV2”** means the three-digit number printed after the partial Card account number on the back signature panel of the Card;

l. **“Personal Information”** is the information that we collect when we provide you with Card Services, including the transactions on your Balance and personal information we collect in or through any application form, correspondence, e-mails, telephone calls and the internet;

m. **“Security Details”** means any of the information given by you when applying for the Card or during Activation, or any changes made to this information including, without limitation, the CVV2 number on the back of the Card;

n. **“we”, “us”, “our”** means the Bank, as issuer of the Card;

o. **“Website”** means the internet site indicated on the back of your Card; and

p. **“you”, “your”** means the purchaser of the Card, or the recipient of the Card as a gift, who signs the back of and/or uses the Card.

#### **4. Issuing of Cards.**

4.1 The Card is the property of the Bank and we may request you to return it to us if we believe there is a good reason (including without limitation the reasons described in Section 14.1 below) to ask for its return.

4.2 The Card may be used to purchase goods and services at merchants that accept Visa as a form of payment and for no other purpose.

4.3 All use of the Card is limited to the amount pre-loaded and standing to the credit of the Card from time to time, as shown on your Balance.

#### **5. Activation.**

The Card is Activated and ready to use at the time it is issued to the purchaser of the Card unless otherwise indicated on the Card Carrier or on the receipt of the merchant from which you purchased the Card.

#### **6. Use of the Card.**

6.1 The Card is for the use alone of any person to whom you give the Card as a gift and expires on the date printed on the front of the Card, but may be replaced in certain circumstances (see Section 12).

6.2 The Card may not be used after the expiry date.

6.3 When you present your Card, the merchant will prepare a sales draft which you will be asked to sign. You will receive a copy of the sales draft and should keep each draft until the transaction appears on your Balance. This will help you to keep track of your spending and your Balance.

6.4 You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on your Card.

6.5 The use of your Card to purchase goods and services from merchants constitutes a simultaneous debit from and/or demand upon the available funds on your Card. For each transaction, the amount of the transaction and any fees will be debited immediately from the Balance and will reduce such available balance.

6.6 Each transaction will usually require authorization or validation before completion. You acknowledge that once a transaction is authorized, whether or not you have received the goods or services at the time of authorization, your Balance will decrease by the amount of such authorization.

6.7 If you have a problem with a purchase you make with the Card or a dispute with a merchant, you must deal directly with the merchant involved. If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of the specific merchant with whom the original purchase was made. Refunds may be in the form of a credit to your Card, cash refund or in-store credit at the discretion of the merchant. Refunds in the form of a credit to your Card will take two (2) to three (3) days to appear on your Balance.

6.8 You do not have the right to stop the payment of any transaction you conduct with the Card.

6.9 "Cash back" transactions (i.e. transactions for an amount greater than the price of the goods or service purchased) with the Card are not permitted.

6.10 Some merchants:

a. may not allow you to combine payment types (e.g. for a \$20 purchase, using a \$10 cash payment and a \$10 Card payment); and

b. including, but not limited to restaurants, hotels and car rental agencies, may obtain authorizations in advance for Card transactions in an amount greater than the final transaction amount (temporarily affecting the Balance on your Card available to cover other transactions).

6.11 You are responsible for all authorized transactions initiated by use of your Card and for all losses as set out in Section 11. If you permit someone else to use your Card, you agree that we may refuse to authorize any transactions initiated by such person with your Card, but if we authorize any such transactions we may treat such person as authorized by you to use your Card and you authorize us to debit the amount of such transactions from your Balance.

6.12 Your Card can only be used for a transaction if your Balance is sufficient to cover such transaction.

6.13 If a negative balance of funds on your Card is created in error following any transaction initiated or authorized by you, you agree to repay the amount of the resulting negative balance to us within thirty (30) days of such transaction.

6.14 The Card may not be used to access cash at an ATM or ABM. Attempts to utilize the Card at an ATM will be declined.

6.15 You may not make pre-authorized regular payments through the use of your Card.

6.16 You may not use your Card for any illegal, improper or unlawful purpose.

6.17 You may use your Card for online transactions and at unattended terminals, however, due to certain security features, we cannot guarantee your Card will work on every website or unattended terminal.

6.18 You may not use your Card at casinos or for any gambling activity.

6.19 We may decline a transaction if we suspect it may be illegal, unauthorized, fraudulent, or otherwise not permitted under this Agreement.

6.20 We may, from time to time, change the types of transaction which may be available or the businesses which may accept your Card at point of sale. You may call the Customer Services Number to find out whether you may use your Card for a particular type of transaction.

## **7. Your Balance.**

7.1 The Card is limited to a maximum available balance of funds at any time.

7.2 You will be able to check your Balance and transactions applied to your Card through the Website. It is important to know the Balance of your Card because merchants are unable to check it for you.

7.3 You will also be able to access your Balance by calling the Customer Service Number anytime, 24 hours a day, seven days a week. You can check your Balance and the last five (5) transactions applied to your Card by using our automated system or by speaking directly with an operator to check all transactions applied to your Card. You will not receive a written statement respecting your transactions or your Balance.

7.4 While we are confident about our systems and security levels, information sent over the Internet may not be completely secure and the Internet and related online systems may not function at all times. Accordingly, we are not responsible for any loss or damages you may incur if a third party obtains access to your confidential information transmitted over the Internet or if you are temporarily unable to access your Balance information on the Website.

7.5 If we notice an error in your Balance that is our fault we will promptly correct it.

7.6 If you notice any error or omission relating to the transactions on your Card as recorded in your Balance then you must immediately notify us at the Customer Service Number. We may request that you provide additional written information concerning any error or omission. If you do not notify us within 30 days after the date of a transaction of any error or omission relating to the transaction, the record of the transaction in your Balance will be conclusively deemed to be correct, except for any amount improperly credited to the Card. A microfilm or other copy of an electronic record of a sales draft or other document relating to a transaction will be sufficient to establish your authorization, and any other details, of the transaction.

7.7 Provided that you have complied with our reasonable requests for information, we will correct the error if it is our or any of our service providers' fault. If we decide it is not our fault, we will notify you in writing or by e-mail as soon as our decision is made.

7.8 If we decide we are at fault, there may be a delay in crediting your Card for the error while our investigations are completed, but such a credit will normally occur within ten (10) days.

## **8. Fees.**

8.1 You authorize us to charge against your Balance, the foreign currency margin described in Section 9.2 and, if we issue other Cards in the future, those additional fees that are specified on the Card Carrier for the particular Card.

## **9. Foreign Currency Transactions.**

9.1 The Balance is in Canadian currency and is intended for transactions in Canadian currency only.

9.2 If a transaction is made on your Card in a currency other than Canadian currency, you authorize us to charge against your Balance the Bank's cost in Canadian currency of obtaining the transaction amount in foreign funds, determined on the day we process the transaction, plus a margin of 2.50% of the converted amount of the transaction. You authorize us to deduct from the amount of any credit to your Card, which we receive in foreign currency, the Bank's cost of obtaining Canadian funds, plus a margin of 2.50% of the converted amount of the credit.

## **10. Card Security.**

You must ensure you keep the Card secure by:

- a. never allowing anyone else to use your Card;
- b. not interfering with any magnetic stripe on the Card;
- c. not giving the Card number to any unauthorized person;
- d. not giving any Security Details to any unauthorized person;
- e. complying with any reasonable instructions we give about keeping the Card and any Security Details safe and secure.

## **11. Your Liability for Lost, Stolen and Misused Cards and Unauthorized Transactions.**

11.1 You will be liable for ALL losses, damages and expenses whatsoever if:

- a. your Card is lost or stolen, except as provided in Section 11.4;
- b. your Card is misused with your consent;
- c. you have been negligent (including, but not limited to, failing to look after your Card resulting in unauthorized transactions being made); or
- d. you have acted fraudulently.

11.2 If your Card is lost or stolen or if someone else may know your Card number, you must notify us immediately by calling the toll free number on the back of the card and provide your name, the Card number, date of expiry, original value and transaction history to us. Accordingly, you should keep a secure record of the Card number, date of expiry and your transactions with the Card. All transactions carried out prior to such notification shall be deemed to have been authorized by you.

11.3 Subject to the terms of Section 11.1, you will not be liable for any charges incurred on your Card through a merchant which are identified by us as unauthorized.

11.4 If you have not registered the Card on the Website (see Section 12.1 below), you authorize us to act in your place as cardholder to take any steps we deem necessary in the case of suspected or alleged fraudulent use of the Card or Card number.

## **12. Registration and Replacement of Cards**

12.1 You may register your Card by following the instructions on the Website.

12.2 If your Card has been registered and has a Balance when it expires, we will, upon your request, issue you a new Card, without charge, with a new expiry date.

12.3 We will replace your Card if it lost or stolen (normally within 30 days), without charge, provided that you have notified us in accordance with Section 11.2 and we are able to verify your identity and the validity of the request, including, if we wish, by requiring that you provide an affidavit.

## **13. Privacy.**

We will collect, use and disclose your personal information only in accordance with the Bank's Privacy Policy. A copy of this policy is available at the website shown on the back of your Card.

## **14. Ending of this Agreement**

14.1 We may ask for the return of the Card, cancel or suspend use of the Card and/or end this Agreement immediately and without notice if:

- a. we believe the Card has been or is likely to be misused;
- b. we believe the Card was purchased with a fraudulent credit card, NSF cheque, or counterfeit currency;
- c. any of the terms and conditions contained in this Agreement are breached or violated by you;
- d. there is a dispute over the Card's ownership; or
- e. we believe the Card is counterfeit.

14.2 If we wish to end this Agreement for any other reason we may do so by giving you at least fourteen (14) days' notice, which we may give by posting a notice on the Website or by any other reasonably effective means. Such notice will set out the date this Agreement shall terminate and we will not process any transactions on the Card initiated on or after such date. Subject to the following sentence, you will be entitled to the return of your Balance by surrendering your Card to us at the address which you may obtain from the Customer Service Number. Sections 6.1, 6.2, 6.21, 11, 13 and 16 will survive termination of this Agreement.

## **15. Changes to this Agreement.**

15.1 This Agreement is in effect as at the date of purchase and a current copy of the Agreement can be obtained from the Website.

15.2 We may change this Agreement from time to time, by posting a notice on the Website. If your Card is used for a transaction after this Agreement is changed, it will mean that you accept the changes we have made to this Agreement.

15.3 We may change this Agreement in order to comply with any governmental, provincial or federal laws or regulations governing the Card or for any other reason as we may see fit.

## **16. Our Liability to You.**

16.1 You agree that we and our Agents will not be liable to you for any loss, damages or expenses whatsoever due to:

- a. any of your instructions not being sufficiently clear;
- b. any failure by you to provide correct information;
- c. any failure due to events outside our reasonable control;
- d. any system failure or industrial dispute;
- e. any ATM refusing to, or being unable to, accept your Card;
- f. the way in which any refusal to accept the Card is communicated to you;
- g. our taking any action required by any governmental, federal or provincial law or regulation or court order;
- h. anything specifically excluded or limited elsewhere in this Agreement;
- i. any breach or violation of this Agreement by you; or
- j. a declined authorization for any particular transaction, regardless of the reason.

16.2 We and our Agents will not be liable for any claims whatsoever, including without limitation, claims for personal injury, death, damage to property or economic loss, howsoever caused, arising from the use of the Card, negligence on our part, breach of contract or any other tort or cause of action at common law, in equity or by statute.

16.3 We and our Agents will not be liable under any circumstances for any indirect, special or consequential damages.

## **17. Third Party Rights.**

Nothing in this Agreement will confer on any third party any benefit or the right to enforce any terms of this Agreement.

## **18. Transferring our Rights.**

We may assign any of our rights and obligations under this Agreement to any other person or business, subject to such party assuming our obligations under this Agreement, and, in connection with such assignment, we may transfer to any such party all personal information that we have about you

## **19. Law and Jurisdiction.**

This Agreement will be interpreted in accordance with the laws of the province of British Columbia and the applicable laws of Canada. In the event of a dispute, you agree that the courts in British Columbia shall be competent to hear such dispute and you agree to be bound by any judgment of that court.

## **20. In Quebec.**

Both of us acknowledge that we and you have required that this Agreement be drawn up in English. Nous reconnaissons tous deux avoir exigé la rédaction en anglais de la présente convention.

## **21. Disclaimer.**

While every effort will be made to ensure all information sources provide correct information relating to the Card and your Balance, we rely on many information sources, some of which are outside our control, and neither us nor our Agents will be held liable or responsible for the accuracy of information from such sources.

## **22. Contact Us.**

All Card-related inquires should be directed to the Customer Service Number on the back of your card. Contact information is also available on the Website. Customer Service will try to resolve any problems as quickly as possible and in accordance with our established complaints policy.

### **Financial Consumer Agency of Canada**

If you have a complaint about any matter arising from this Agreement, you may file a written complaint with the Financial Consumer Agency of Canada by contacting:

(i) its office at:

Enterprise Building  
427 Laurier Avenue West, 6th Floor  
Ottawa, Ontario, K1R 1B9, or

(ii) through its website at:

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca).