

As of September 1, 2020, please be advised that Companion cards are no longer being issued by Vancity Community Investment Bank™, this includes replacement cards. For more information, visit any Arctic Co-op locations or call Cardholder Care Service at 1-844-893-6622.

Spirit Prepaid Reloadable Visa* Cardholder Agreement

The Spirit Prepaid Reloadable Visa Card is issued by Vancity Community Investment Bank™, a subsidiary of Vancouver City Savings Credit Union. We urge you to read this Agreement carefully as the Card is subject to the terms and conditions contained in this Agreement.

1. Introduction

The following terms and conditions of this Agreement govern the Card and is our agreement with you with respect to your Card. By requesting, signing the back of, or using a Card, you agree to be bound by the terms and conditions of this Agreement. All capitalized terms used in this Agreement have the meanings set out in Section 3.3.

2. Important Information

2.1 Card Information, Balances, and Transactions

For questions about this Agreement or your Card Balance call 1.844.893.6622 or go online to www.spiritcard.ca. Paper statements are not provided.

2.2 Card Restrictions

You may only use the Card to pay for goods and services from merchants who accept Visa, to withdraw funds from authorized ATMs and to obtain cash advances from financial institutions who issue Visa cards, subject to their approval process. Some merchants may not accept the Card for online or over-the-phone transactions. The Card cannot be used (i) for “cash back” transactions (i.e. transactions for an amount greater than the price of goods or services purchased); or (ii) for writing cheques on the outstanding Balance of available funds. The Card is not refundable.

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 which are identified by us as unauthorized);
- (b) your Card is misused with your consent;
- (c) you have been negligent;
- (d) you have acted fraudulently.

If your Card is lost or stolen, or if someone else may know your Card number or PIN, you must notify us immediately by calling 1.844.893.6622 and provide your name, the Card number, the “good thru” date, original value and transaction history to us. Always keep a secure record of the Card number, date of expiry 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; (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

Primary Card Purchase Fee	\$10.00 charged when you purchase a Primary Card.
Companion Card Purchase Fee	\$5.00 charged when you purchase a Companion Card.
Primary Card Reload Fee	\$3.00 charged each time you reload funds onto a Primary Card.
Primary Card Monthly Maintenance Fee	\$3.00 per month (or the remaining Balance on the Card if less than \$3.00) charged at the beginning of each month for a Primary Card.
Primary Card Replacement Fee	\$10.00 charged each time a Primary Card is replaced if it is lost or stolen.
Companion Card Replacement Fee	\$5.00 charged each time a Companion Card is replaced if it is lost or stolen.
ATM Fee (in Canada)	\$2.50 charged each time you withdraw funds from an ATM in Canada. Additional fees may be charged by the ATM service provider.
ATM Fee (outside of Canada)	\$2.50 charged each time you withdraw funds from an ATM outside of Canada. Additional fees may be charged by the ATM service provider.
Foreign Currency Conversion Fee	2.5% of the converted dollar 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.
Over the Counter Cash Advance Fee	\$2.50 charged each time you use the Card to obtain cash from a financial institution that issues Visa cards.
ATM Balance Inquiry Fee	\$0.50 charged each time you check your Card Balance at an ATM.

Fees are not refundable. Fees will be deducted from the Card Balance. We may change the fees or add new fees at any time by providing you notice as set out in Section 18.

3. Information about the Card

3.1 The Card issued with this Agreement:

- (a) is not valid until signed by you;
- (b) is not a credit card; and
- (c) cannot be transferred to another person.

3.2 No interest is payable to you on the Card Balance.

3.3 Definitions

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

- (a) **Account** means the account maintained by us that is linked to a Primary Card and all related Companion Cards. Your Account may be accessed on www.spiritcard.ca;
- (b) **Agent** means each approved participating Co-op or subsidiary location enterprise that sells the Cards;
- (c) **Agreement** means this Spirit Prepaid Reloadable Visa Cardholder Agreement, as amended from time to time;
- (d) **ATM** means an automated teller machine;
- (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.spiritcard.ca;
- (f) **Card** means a Primary Card or a Companion Card, as applicable;
- (g) **Card Services** means any services provided by us in connection with the Card;
- (h) **Companion Cardholder** means a person who has been issued a Companion Card;
- (i) **Companion Card** means a Spirit Prepaid Reloadable Visa Companion Card issued by us to a Companion Cardholder at the request of the Primary Cardholder and the direction of an Agent, and includes any replacement cards that may be issued from time to time in accordance with this Agreement. References to a Companion Card include all related Security Details. Each Companion Card is linked to a Primary Card;
- (j) **CVV2** means the three-digit number printed after the last four digits of the Card account number on the back signature panel of the Card;
- (k) **Include, includes and including** are deemed to be followed by the words “without limitation”;
- (l) **Personal Information** is the information that we collect about you when we provide you with Card Services, including the transactions on your Card and personal information we collect about you in any application or through any correspondence, including by e-mail, telephone or the internet;

- (m) **Primary Cardholder** means a person who has been issued a Primary Card;
- (n) **Primary Card** means a Spirit Prepaid Reloadable Visa Primary Card issued by us to a Primary Cardholder at the direction of an Agent, and includes any replacements cards that may be issued from time to time in accordance with this Agreement. References to a Primary Card include all related Security Details;
- (o) **Security Details** means any of the information given by you when applying for the Card or during Card activation, any changes made to this information and the Card number and CVV2 number on the back of the Card;
- (p) **We, Us, Our** means Vancity Community Investment Bank, as the issuer of the Card; and
- (q) **You, Your** means the Primary Cardholder and all related Companion Cardholders.

4. Ownership of Cards

The Card is our property and we may ask you to return it to us if we believe there is a good reason (including the reasons described in Section 17.1).

5. Issuing of Cards

5.1 A Primary Cardholder may hold no more than 2 registered and active Cards at any one time (maximum of 1 Primary Card and 1 Companion Card). A Primary Cardholder may request a Companion Card for another person. A Primary Card can be linked to a maximum of 2 un-expired and active Companion Cards at any one time.

5.2 A Companion Cardholder may hold no more than 2 registered and active Companion Card at any one time (maximum of 1 per Primary Card).

5.3 Primary Cards may be issued to those 16 years of age or older who provide approved government photo ID at the time of purchase.

5.4 You must reside in Canada to obtain a Card.

6. Activation

6.1 If you receive your Card at an Agent location, your Card is instantly activated upon purchase or replacement.

6.2 If you receive your Card in the mail, you must activate your Card by calling 1.844.893.6622 before you use it.

6.3 Once your card is activated, call us at 1.844.893.6622 to obtain your Personal Identification Number (PIN). You must obtain a PIN to use your Card at ATMs.

7. Loading Funds onto Your Card and Card-to-Card Transfers

7.1 A Primary Card may be loaded and reloaded with funds using cash or a debit card at an Agent location. Reload fees will apply.

7.2 A Primary Card may be used to load and re-load funds on up to five other Cards, including up to 2 Companion Cards, through online Card-to-Card transfers at www.spiritcard.ca. Cash cannot be loaded directly onto a Companion Card. Only the Primary Cardholder can load funds onto a Companion Card.

7.3 All loads must be in Canadian dollars.

8. Use of the Card

8.1 All use of the Card is limited to the Card Balance, as shown on www.spiritcard.ca, and is subject to the limits set out in Section 9 below.

8.2 The Card is for the Primary Cardholder or Companion Cardholder's use alone, as applicable, and 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.

8.3 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.

8.4 You agree that we are not responsible for any failure by a 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.

8.5 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 applicable fees will be debited from the Balance and will reduce your available Balance by that amount.

8.6 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, the Balance will decrease by the amount of such authorization.

- 8.7 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.
- 8.8 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.
- 8.9 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 immediately to us the amount of such negative Balance. If you fail to pay such amount within 60 days, the Card may be cancelled.
- 8.10 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.
- 8.11 You do not have the right to stop the payment of any transaction you conduct with the Card.
- 8.12 The Primary Cardholder is responsible for all authorized transactions initiated by the use of the Primary Card and all linked Companion Cards and for all losses as set out in Sections 2.5 and 14. In addition, the Companion Cardholder is responsible for all authorized transactions initiated by the use of his or her Companion Card and all losses relating to such Companion Card as set out in Sections 2.5 and 14. 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 the Balance.
- 8.13 You may use your Card for split payments as set out in Section 2.6 above.
- 8.14 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.
- 8.15 You may use your Card for online transactions (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.
- 8.16 You may use the Card to obtain cash by using your PIN at any ATM displaying the Visa Network logo. Each ATM transaction will be debited from the Card Balance. The transaction record produced by the ATM will evidence your instructions and is conclusive and binding upon you. An ATM fee will apply, in addition to any fees charged by the ATM service provider.
- 8.17 You may also use the Card to obtain cash by completing a cash advance at any financial institution issuing Visa cards, subject to their approval process and any fees the financial institution may impose.
- 8.18 We may decline a transaction if we suspect it may be illegal, unauthorized, fraudulent, or otherwise not permitted under this Agreement.
- 8.19 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 Service Number to find out whether you may use your Card for a particular type of transaction.
- 8.20 You may use the Card to make pre-authorized and recurring payments.

9. Card Limits

9.1 There are limits on the amount you can load onto your Card or someone else's Card and the amount you can spend using your Card as follows:

Card Limit Description	Limit
Maximum Card-to-Card transfer limit per transaction	\$1,000
Maximum Card-to-Card transfer limit in any 24 hour period	\$5,000
Maximum Card-to-Card transfer limit in any 7 day period	\$10,000
Minimum Card-to-Card transfer limit	\$20
Maximum Card Balance	\$10,000
Maximum load amount per transaction	\$2,500
Maximum amount loaded in any 24 hour period	\$5,000
Maximum number of load transactions in any 24 hour period	10
Minimum amount loaded per transaction	\$20
Maximum cash withdrawal limit per transaction (subject to any limits imposed by the ATM service provider)	\$1,000
Minimum ATM cash withdrawal limit per transaction (subject to any limits imposed by the ATM service provider)	\$20
Combined cash withdrawal limit per 24 hours ATM withdrawal limit per 24 hours (ATM withdrawal limits may also apply). And/or Over the counter cash advance limit per 24 hours (only available at financial institutions that issue Visa Cards).	\$1,500
Maximum amount of purchases in any 24 hour period	\$10,000
Maximum amount of any one purchase	\$10,000

9.2 When using your Card at certain merchants, your Card Balance must be greater than the purchase price by the percentage listed below:

Merchant Category	Tolerance (% of purchase price)
Restaurants, cruise lines, taxis and limousines, health and beauty spas:	15%
Hotels:	15%
Car Rentals:	20%

10. Your Balance

10.1 The Primary Cardholder can get information about the Primary Card Balance, all linked Companion Cards Balances, and the last 5 transactions on the Primary Card and on each linked Companion Card online at www.spiritcard.ca or by calling 1.844.893.6622 anytime, 24 hours a day, 7 days a week.

10.2 The Companion Cardholder can get information about his or her Companion Card Balance and the last 5 transactions on that Companion Card online at www.spiritcard.ca or by calling 1.844.893.6622 anytime, 24 hours a day, 7 days a week.

10.3 You can check your Card Balance at any authorized ATM. A Balance inquiry fee will apply.

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

10.5 If you notice any error or omission relating to the transactions on your Card as recorded in your Balance then you must notify us immediately at 1.844.893.6622. We may ask you to provide additional written information about 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.

10.6 Provided that you have complied with our reasonable requests for information, we will correct the error if it is ours, 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.

10.7 If we decide we are at fault, there may be a delay in crediting your Card for the error while our investigations are completed, normally within 10 days.

11. 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.

12. Foreign Currency Transactions

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

12.2 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.

12.3 You acknowledge that the exchange and administration costs of currency conversion will be incurred for both debits (e.g. purchases and ATM withdrawals 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.

13. Card and Personal Identification Number (PIN) Security

You must ensure you keep the Card and PIN secure by:

- a. never allowing anyone else to use your Card;
- b. not interfering with any magnetic stripe on the Card;
- c. if you record your PIN, keep it separate from your Card at all times;
- d. not giving any Security Details or PIN to any unauthorized person; and
- e. complying with any reasonable instructions we give about keeping the Card and any Security Details safe and secure.

14. Lost, Stolen and Misused Cards, and Unauthorized Transactions

14.1 You are not responsible for unauthorized purchase or ATM transactions unless: the transactions are made by someone who you allowed to use the Card or to whom you gave the Card number (other than a merchant); you fail to maintain the confidentiality of your PIN; you do not keep your PIN separate from the Card and the Card is lost or stolen; or you do not notify us that the Card has been lost or stolen or that someone has your Card number or PIN as set out in Section 14.2.

14.2 If the Card is lost or stolen, or if someone else may know your Card number or PIN, you must notify us immediately by calling 1.844.893.6622 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 1.844.893.6622 and are asked by the Cardholder Services team.

14.3 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 14.2;
- (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) replacement card fees will apply.

15. Replacement Cards

Cards expire at the end of the month listed on the “good thru” date on the front of the Card. If your Account is in good standing, approximately 45 days before expiry you will be issued a new Card that will arrive via the address provided.

16. Privacy; Changing Your Contact Information

16.1 We will collect, use and disclose your Personal Information as set out in Section 3.3(I), and otherwise only in accordance with our Privacy Policy. A copy of this policy is available at <https://vancitycommunityinvestmentbank.ca>.

16.2 It is your responsibility to notify us if your phone number, home or email address changes. You can notify us of a change in your contact details by calling us at 1.844.893.6622 or by updating your information online at www.spiritcard.ca.

16.3 We may request your Social Insurance Number (SIN) or other tax identification information for tax residency self-certification and revenue reporting purposes, and may disclose such information to the Canada Revenue Agency pursuant to applicable laws.

17. Ending this Agreement

17.1 Ending this Agreement by us: 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 or loaded with fraudulent funds;
- (c) any of the terms and conditions in 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.

If we wish to end this Agreement for any other reason we may do so by giving you at least 14 days' notice, which we may give by posting a notice on www.spiritcard.ca or by any other reasonably effective means. Such notice will set out the date this Agreement shall terminate.

17.2 Ending this Agreement by you: You may cancel the Card and end this Agreement at any time after you have spent the remaining Balance. The Account will be closed within 30 days from the date that you request it to be closed, or the date that we notify you that the Account will be closed.

17.3 We will not process any transactions on the Card initiated on or after the date that we have cancelled your Card or this Agreement has ended.

17.4 We may charge maintenance fees on any remaining Card Balance if we end this Agreement or if we ask for the return of the Card, cancel or suspend the Card.

17.5 Sections 2.5, 2.7, 8.1, 14, 19 and 22 will survive termination of this Agreement, along with any other Section that by its nature survives termination.

18. Changes to this Agreement

18.1 A current copy of this Agreement can be obtained on www.spiritcard.ca at any time.

18.2 If we increase a fee or establish a new fee, we will let you know by sending a notice to the most recent address we have for you at least 30 days in advance and by posting a notice at www.spiritcard.ca at least 60 days in advance.

18.3 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.spiritcard.ca. Any changes will become effective on the date shown on the notice.

19. Our Liability to You

19.1 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 non-acceptance of the Card at an ATM;
- (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.

19.2 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.

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

19.4 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.spiritcard.ca.

20. 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.

21. 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.

22. Law and Jurisdiction

This Agreement will be interpreted in accordance with the laws and courts of the Province of British Columbia, Canada and the federal laws of Canada applicable therein. 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 a judgment of that court.

23. Translation

Both of us acknowledge that while the Cardholder Agreement is provided in English and Inuktitut, if there are any discrepancies between the English version and the Inuktitut version, the English version will prevail.

24. 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.

25. Contact Us

All Card-related inquiries should be directed to our Customer Service Number: 1.844.893.6622. Contact information is also available on www.spiritcard.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 <https://vancitycommunityinvestmentbank.ca>.

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.

