

# Canada Post Reloadable Visa\* Card Terms and Conditions

## (Cardholder Agreement)

**Updated: June 17, 2018**

The Reloadable Visa Card is issued by Vancity Community Investment Bank™. We urge you to read this Agreement carefully as Cards are subject to the terms and conditions provided 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. Please go to the Website (indicated on the back of your Card) for a current copy of this Agreement and additional information about 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 the Customer Service Number or go online to the Website. 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. Chip Cards and Personalized Cards may be used 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 for writing cheques on the outstanding Balance of available funds. Only Chip Cards can be used for “cash back” transactions (transactions for an amount greater than the price of goods or services purchased). The amount of the cash received in a cash back transaction must be less than the price of the goods or services purchased. The Card cannot be assigned and 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 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 Customer 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, use 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	\$15.00
Maintenance Fee	\$3.00 per month (or the remaining balance on the Card, if less than \$3.00). The fee is deducted at the beginning of each month.
Reload Fee	\$3.00 (to reload funds to the card)
ATM Fee (Canada)	\$2.00 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)	\$2.00 charged each time you withdraw funds from an ATM outside of Canada. Additional fees may be charged by the ATM service provider.
Over the Counter Cash Advance Fee	\$2.00 charged each time you use the Card to obtain cash from a financial institution that issues Visa cards.
Foreign Transaction Fee	<p><u>Foreign currency conversion</u></p> <p>We will debit funds from your Card in Canadian currency if you use your Card to make transactions in a foreign currency. For US transactions, we will convert them directly to Canadian dollars at the Visa exchange rate in effect at the time we process your transaction. For other foreign currencies, the transaction is first converted to US dollars and then translated to Canadian dollars at the exchange rates in effect at the time we process your transaction.</p> <p><u>2.50% foreign transaction fee</u></p> <p>When the transaction is processed, in addition to the exchange rate(s), we will charge you an additional 2.50% administration fee on the value of each foreign currency transaction in addition to the exchange rate.</p> <p>Any refunds (credits) you receive on your Card in US currency will also be converted into Canadian dollars in the same way using the Visa exchange rate on the date that we process the refund plus a 2.5% administration fee, and refunds in other foreign currencies will be first converted to US currency and then translated to Canadian dollars at the Visa exchange rates in effect at the time the refund is processed.</p>

Fees are not refundable. Fees will be deducted from the Card Balance, except the Purchase Fee, which is paid at the time of purchase.

## 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 will apply to the terms used in this document:

- a. **Account** means the account maintained by us that is linked to your Card. Your Account may be accessed on the Website;
- b. **Activate** and **Activation** means the activation of your Card to enable you to use the Card;
- c. **Agent** means Canada Post Corporation;
- d. **Agreement** means this Cardholder Agreement, as amended from time to time;
- e. **ATM** means an automated teller machine;
- f. **Balance** means the record maintained by us of Card transactions and the balance of available funds on the Card. Your Card Balance is maintained by us and can be viewed on the Website;
- g. **Bank** means Vancity Community Investment Bank;
- h. **Card** means the Reloadable Visa Card issued by us to you and loaded with Canadian currency, including all replacement cards which may be issued from time to time in accordance with this Agreement, and references to "Card" include the Security Details;
- i. **Card Services** means any services provided by us in connection with the Card;
- j. **Chip Card** means a Card with an embedded computer chip. If your Card has a gold chip in it, your Card is a Chip Card;
- k. **Customer Service Number** means the toll free number indicated on the back of your Card or shown on the Website;
- l. **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;
- m. **Good Thru date** is the date on which the Card plastic will expire. It is the last day of the month/year printed on the front of the Card;
- n. **Include, includes** and **including** are deemed to be followed by the words "without limitation";
- o. **IVR** means the Interactive Voice Response system and may be reached by calling the Customer Service Number;
- p. **Personal Information** is the information that we collect about you when we provide you with Card Services, including all transactions when you use the Card, and information we collect about you in or through any application, correspondence, e-mails, telephone calls and the internet;
- q. **Personalized Card** means a card with a magnetic stripe that is not a Chip Card and that is issued in substitution for a Temporary Card;
- r. **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;
- s. **Temporary Card** means a Card that you purchase at a Canada Post outlet with a magnetic stripe and that is not a Chip Card.
- t. **We, us, and our** means Vancity Community Investment Bank, as the issuer of the Card;
- u. **Website** means the internet site indicated on the back of your Card. You can find the most current copy of this Agreement and other useful information about your Card on the Website; and
- v. **You and your** means the purchaser of the Card.

#### **4. Ownership of Cards**

4.1 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 21.2 below).

#### **5. Issuing of Cards**

5.1 The Card may be used to purchase goods and services from merchants that accept Visa electronically, as a form of payment. If your Card is a Chip Card or Personalized Card, it may be used for cash withdrawals at ATMs displaying the Visa Network logo and to obtain cash advances from financial institutions who issue Visa cards, subject to their approval process. If your Card is a Chip Card, you can use the Card for “cash back” transactions. See Section 11.1c for details.

5.2 All use of the Card is limited to the then current Card Balance, as shown on the Website.

5.3 You may hold no more than two (2) un-expired and Activated Cards at any one time.

5.4 You must be 16 years of age or older to obtain a Card.

5.5 You must reside in Canada to obtain a Card.

#### **6. Activation**

**6.1 Chip Cards and Personalized Cards:** Chip Cards and Personalized Cards must be Activated before they can be used. To Activate your Chip Card or your Personalized Card, call the IVR.

**6.2 Temporary Cards:** Your Temporary Card is instantly Activated upon purchase.

#### **7. PIN Issuance**

7.1 You will need to call the IVR to obtain your Personal Identification Number (PIN). You must obtain a PIN to use your Personalized Card or Chip Card at ATMs and, if your Card is a Chip Card, for point of sale transactions.

7.2 Your PIN is issued specifically for your Card. If your Card is a Chip Card, you cannot change your PIN.

7.3 If you have a Personalized Card, you may select a PIN. If you have a Chip Card, you may retrieve the PIN assigned to the Card by calling the Customer Service Number or going on the Website before accessing the ATM Service or making a transaction at point of sale. More details about the process for obtaining your PIN are contained in the information that accompanied your Card or on the Website.

#### **8. Temporary Cards**

8.1 If you have a Temporary Card, it is only intended to be used until you receive and Activate your Personalized Card. Temporary Cards may only be used to purchase goods and services from merchants who accept Visa. This means until you receive and Activate your Personalized Card, you will not be able to:

- a. reload your Temporary Card;
- b. use your Temporary Card for Card-to-Card transfers;
- c. use your Temporary Card at ATMs; and
- d. use your Temporary Card to make pre-authorized or recurring payments.

#### **9. Loading Funds onto your Card and Card-to-Card Transfers**

9.1 You are able to load additional funds onto a Personalized Card or Chip Card up until the expiry date. There are limits on amounts you may load onto your Card at any time and these limits are set out in this Agreement. You may load funds onto your Card through the following methods:

- a. By visiting a Canada Post location and making a payment onto your Card using cash or a debit card. Funds are available instantly when you use this method to load funds.
- b. By using the online or bill payment system of your financial institution and selecting Canada Post Visa Card. (Not all financial institutions allow this feature so check with your financial institution to ensure this option is available). Funds are available within 2 to 4 business days when you use this method to load funds.

9.2 Personalized Cards and Chip Cards may be used to transfer funds to other Canada Post Prepaid Reloadable Visa Cards through online Card-to-Card transfers on the Website.

## **10. Use of the Card**

10.1 The Card is for your use alone and expires on the Good Thru date. All use of the Card is limited to the Card Balance, as shown on the Website or by IVR, and is subject to the limits set out in Section 12 below. The Card may not be used for any purpose after expiry.

10.2 When you present your Chip Card, you will need to enter your PIN to complete your transaction. If your Card is not a Chip Card, the merchant will prepare a receipt that you will be asked to sign. You will receive a copy of the 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 on your Account.

10.3 If your Card is not a Chip Card, you agree that we are not responsible for any failure by a merchant to verify the signature on any receipt prepared in connection with a transaction on your Card and we may authorize and process a transaction even if the signature on the receipt is different than the signature on your Card.

10.4 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 Balance.

10.5 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.

10.6 If you initiate a transaction with a merchant and subsequently cancel the transaction with the merchant, any completed authorization may remain on your account for seven (7) days. The debit will be removed from your Balance after the 7 days.

10.7 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 the merchant does not submit a final charge to us, it may take up to 30 days for us to remove the pre-authorization from your Account and credit the pre-authorization to your Balance. Refer to Section 12 for more on authorization tolerance.

10.8 If a negative Balance is created following the debit of any fee or any transaction initiated or authorized by you, you agree to pay immediately to us the amount of such negative Balance. If you fail to pay such amount within sixty (60) days, your Card may be cancelled.

10.9 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.

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

10.11 You are responsible for all authorized transactions initiated by use of your Card and for all losses as set out in Section 2.5. 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.

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

10.13 You may use the Card to make pre-authorized and recurring payments.

10.14 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.

10.15 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.

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

10.17 You may not use your Card for internet gambling purposes.

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

10.19 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.

## 11. Obtaining Cash from your Card

11.1 Subject to the limitations and fees in this Agreement, you may obtain cash from the Card through the following methods:

a. You may withdraw cash from any ATM displaying the Visa Network logo, however you must have a PIN in order to complete such a transaction. An ATM Fee will apply.

b. You may receive cash by visiting a branch of any financial institution which issues Visa Cards and presenting your Card to a teller for authorization. An Over the Counter Cash Advance Fee will apply.

c. "Cash-back" transactions are permitted if you have a Chip Card, subject to the limits set out in this Section and Section 12. During an in-person purchase transaction, you can request that an extra cash amount (in local currency) be withdrawn, in addition to the purchase price. The cash-back amount must be less than the purchase price (e.g. if purchase price is \$20, an additional cash-back up to \$20 is permitted).

## 12. Card Limits and Tolerances

12.1 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:

Maximum Card Balance at any one time	\$10,000
Maximum load amount for life of Card	\$40,000
Minimum load per transaction	\$25
Maximum in person load per transaction	\$500
Maximum online load per transaction	\$2,500
Limits for ATM and other cash withdrawals <ul style="list-style-type: none"><li>• Minimum withdrawal per transaction</li><li>• Maximum withdrawal per transaction</li><li>• ATM withdrawal limit per 24 hours</li><li>• Over the counter cash advance limit per 24 hours (only available at financial institutions that issue Visa cards)</li></ul>	\$20 \$500 \$500 \$500
Maximum Card-to-Card transfer limit per transaction	\$500
Maximum Card-to-Card transfer limit in any 30 day period	\$1500
Maximum Card-to-Card transfers in any 30 day period	3
Maximum cash back (must be less than the total purchase amount; Chip Cards only)	\$50



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

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

### **13. Your Balance**

13.1 The Card is limited to a maximum available balance of funds at any time as set out in this Agreement.

13.2 You will be able to access your Balance online on the Website.

13.3 If you have a Chip Card or Personalized Card, you can check your Card Balance at any authorized ATM.

13.4 You will also be able to access your Balance by calling the Customer Service Number anytime, 24 hours a day, 7 days a week. You can check the available balance of funds on your Card and track the last five (5) transactions through use of the IVR. You may speak directly with an operator to check all transactions on your Card.

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

13.6 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 the Customer Service Number. We may request you to provide additional written information concerning any error or omission. If you do not notify us within thirty (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 receipt or other document relating to a transaction will be sufficient to establish your authorization, and any other details of the transaction.

13.7 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.

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

### **14. Special Services**

We may make available to you special services or benefits (the "Services"). The Services shall be subject to the terms and conditions applicable to them (which may vary from time to time) and may be cancelled with or without notice. We are not liable for any Services not directly supplied by us and you may not refuse to pay us any amount charged to your Card for such Services if you take advantage of them.

### **15. Automated Teller Machine Services**

- a) Use of the Automated Teller Machine Service. You will use the Automated Teller Machine (ATM) Service (the "ATM Service") strictly in accordance with our instructions as revised from time to time.
- b) Operation of ATM Service. Each transaction performed using the ATM Service (an "ATM Transaction") will be debited to your Balance. The transaction record produced and dispensed by an ATM shall constitute your written instructions. The records with respect to all ATM Transactions shall be conclusive and binding upon you.
- c) Access to my Balance. You cannot make any withdrawal or transfer which exceeds the Balance on the Card.
- d) Termination of ATM Service. We may at any time without notice, (a) withdraw any ATM from use, (b) withdraw permission for you to use the ATM Service, or (c) cancel or alter the ATM Service, without being liable for any loss resulting from such action.
- e) Liability. We shall not be liable for any delay, damage or inconvenience caused by the malfunction or failure to operate an ATM for any reason whatsoever.

## **16. Foreign Currency Transactions**

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

16.2 If a transaction is made on your Card in a currency other than Canadian currency, we will debit your Card in Canadian currency if you use your Visa Card to make transactions in a foreign currency. For U.S. transactions, we will convert them directly to Canadian dollars at the Visa exchange rate in effect at the time we process your transaction. For other foreign currencies, the transaction is first converted to US dollars and then translated to Canadian dollars at the exchange rates in effect at the time we process your transaction.

16.3 When the transaction is processed, in addition to the Visa exchange rate(s), we will charge you a 2.50% administration fee on the value of each foreign currency transaction in addition to the Visa exchange rate.

16.4 Sometimes we do not process a transaction on the same day that you complete it. In that case, the exchange rate on the day that you completed the transaction might be different than the exchange rate on the day that we process your transaction.

16.5 Refunds in U.S. currency will also be converted into Canadian dollars in the same way using the Visa exchange rate on the date that we process the refund plus a 2.50% administration fee. Refunds in other foreign currencies will be first converted to U.S. currency and then translated to Canadian dollars at the Visa exchange rates in effect at the time the refund is processed. Because of the difference in exchange rates for buying and selling foreign currency, the amount debited from your Card might be different than the amount credited to your Card for your refund. If the amount of your refund is less than the amount of the initial transaction, you will have to pay the difference.

## **17. 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 or chip 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;
- e. complying with any reasonable instructions we give about keeping the Card; and
- f. keeping any Security Details safe and secure.

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

18.1 Your 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 your Card is lost or stolen in accordance with Section 2.5;
- 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; and
- c. it may take up to thirty (30) days to process your request.

18.2 Subject to the terms of Section 2.5, you will not be liable for any charges incurred on your Card through merchants which are identified by us as unauthorized. However, if you fail to maintain the confidentiality of your PIN or keep your PIN separate from your Card and your Card is lost or stolen, you will be liable for all unauthorized charges incurred on your Card through the use of an ATM or, for Chip Cards, at point of sale until you have provided notice to us of such loss or theft in accordance with Section 2.5.

## **19. Replacement Cards**

Cards expire on the Good Thru date. If your Account is in good standing and you have a positive Balance, approximately 45 days before expiry you will be issued a new Card that will arrive at the address provided for the Account.

## **20. Privacy**

20.1 We will collect, use and disclose your personal information only in accordance with our Privacy Policy. A copy of this policy is available at <https://vancitycommunityinvestmentbank.ca>.

20.2 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 the Customer Service Number or by updating your information online at the Website.



20.3 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.

## **21. Ending this Agreement**

21.1 You may cancel the Card at any time after you have spent the remaining Balance. The Account will be closed within thirty (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. If there is a Balance after the Account has been closed, we have the right to deduct maintenance fees as disclosed in the Fees section.

21.2 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 these terms and conditions are breached or violated by you;
  - d. there is a dispute over the Card's ownership;
  - e. we believe the Card is counterfeit; and
- as otherwise provided in this Agreement.

21.3 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 at an Agent location or 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 the Balance on the Card by surrendering your Card to us at an Agent location or by sending it to us at the address which you may obtain from the Customer Service Number.

21.4 Sections 2.5, 2.7, 10.1, 18, 23 and 26, will survive termination of this Agreement, along with any other Section that by its nature survives termination.

## **22. Changes to this Agreement**

22.1 A current copy of this Agreement can be obtained on the Website at any time.

22.2 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 the Account at least 30 days in advance and by posting a notice on the Website at least 60 days in advance.

22.3 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 on the Website. Any changes will become effective on the date shown on the notice.

## **23. Our Liability to You**

23.1 You agree that we and any and all of 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. us declining an authorization for any particular transaction, regardless of our reason.
- i. anything specifically excluded or limited elsewhere in this Agreement; or
- j. any breach or violation of this Agreement by you.

23.2 Except in Quebec, we and any and all of 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.

23.3 Except in Quebec, we and any and all of our Agents will not be liable under any circumstances for any indirect, special or consequential losses.

23.4 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 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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 Agent will be held liable or responsible for the accuracy of information from such sources.

## **29. Contact Us**

All Card-related inquiries should be directed to the Customer Service Number available 24 hours a day, 7 days a week. Contact information is also available on the Website.

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>.

## **30. 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).

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