

Vancity enviro Reloadable Visa* for School Programs Cardholder Agreement

Updated: November 5, 2018

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

1. Introduction

The following terms and conditions of this Agreement govern the Card and constitute 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. Vancouver City Savings Credit Union is not the issuer of the Card and does not have any responsibility or obligation to you with respect to the issuance of the Card. All capitalized terms used in this Agreement have the meaning 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 1.866.760.1543 or go online to www.myreloadable.ca. Paper statements are not provided.

2.2 Card Restrictions. The Card cannot be used (i) to make cash withdrawals at ATMs; (ii) to obtain cash advances; (iii) for "cash back" transactions (i.e., transactions for an amount greater than the price of goods or services purchased); or (iv) for writing cheques on the outstanding Balance of available funds.

2.3 No CDIC Insurance. Funds on the Card are not eligible for deposit insurance from the Canada Deposit Insurance Corporation.

2.4 The School Program. The Card is issued to you at the direction and discretion of the School in connection with the School Program and may be subject to any additional conditions or limitations imposed by the School under the School Program. Your Card is reloadable by and only upon the instructions of the School.

2.5 Card Expiry. Your right to use the funds expires at the termination of the School Program. Remaining funds on your Card will be transferred back to the School at that time and the Card will be cancelled.

2.6 Lost or Stolen Cards

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

- 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);
- your Card is misused with your consent;
- you have been negligent;
- you have acted fraudulently.

If your Card is lost or stolen, you must notify us immediately by calling 1.866.760.1543 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.

2.7 Fees

Foreign Currency Conversion Fee	2.5% of 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 and is not refundable in the event of termination of the card.
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We may change the fees and charges at any time by providing you notice in accordance to Section 15. Fees are not refundable. Fees will be deducted from the Card Balance.

3. Information regarding the nature of the Card

3.1 The Card issued with this Agreement:

- is not valid until signed by you;
- is not a credit card; and
- is not assignable to another person.

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

4. Definitions

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

- a. **Activate** and **Activation** means the activation of the Card to enable you to use the Card;
- b. **Agreement** means this Cardholder Agreement;
- c. **ATM** means an automated teller machine;
- d. **Balance** which is maintained by us, means the current available balance of funds on the Card as a result of transactions, and as shown on myreloadable.ca;
- e. **Bank** means Vancity Community Investment Bank whose internet site is located at www.vancitycommunityinvestmentbank.ca/visa;
- f. **Card** means the Reloadable Visa Card issued by the Bank to you at the direction of the School and loaded by the School 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;
- g. **Card Good Thru Date** is the date (month and year) printed on the front of the Card for which the Card plastic will expire;
- h. **Card Services** means any services provided by us in connection with the Card;
- i. **Customer Service Number** means the toll free number 1.866.760.1543 or any other number indicated on the back of your Card or shown on www.myreloadable.ca;
- j. **CVV2** means the three-digit number printed on the back signature panel of the Card;
- k. **Personal Information** is the information that we collect about you when we provide you with Card Services, including the transactions on your Balance and information we collect about you in or through any application for correspondence, e-mails, telephone calls and the internet;
- l. **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 Card number and CVV2 number on the back of the Card;
- m. **School** means your school which is the owner of the funds on your Card under the School Program;
- n. **School Program** means the program under which your School purchased and loaded the Card for your use;
- o. **Vancity** means Vancouver City Savings Credit Union;
- p. **We, Us, Our** means the Bank, as the issuer of the Card; and
- q. **You, Your** means the person who receives the Card under the School Program.

5. Issuing of cards

5.1 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.

5.2 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 www.myreloadable.ca.

6. Activation

6.1 The Card must be activated by you prior to your first use of the Card. Failure to activate the Card will result in declined transactions. To activate your Card call the number on the back of your Card.

7. More Information about your School Program

7.1 Subject to restrictions of the School Program, the Card may be used to purchase goods and services from merchants that accept Visa electronically, as a form of payment. The Card cannot be used at a merchant who uses manual imprints.

7.2 The School is the owner of the funds loaded onto the Card. As such, at any time on the instructions of the School, any funds remaining on the Card will be transferred back to the School. The School has the right to direct the Bank to cancel your Card at any time.

7.3 In connection with the School Program, we will disclose particulars regarding your use of the Card, including detailed information about transactions and expenditures to the School to assist the School in the administration of the School Program, to enable the School to assess expenditures, to verify transactions on the Card, and to ensure that the Card is used in accordance with the policies of the School.

8. Use of the card

8.1 The Card is for your use alone and will expire on the last day of the month and year printed on the front of the Card shown as the Card Good Thru Date, subject to any conditions imposed by the School under the School Program. The Card may not be used for any purpose after expiry.

8.2 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 you should keep each draft until the transaction appears on your Balance. This will help you to keep track of your spending.

8.3 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 from the signature on your Card.

8.4 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 by that amount.

8.5 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.

8.6 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 seven (7) days. The debit will be removed from your Balance after the 7 days.

8.7 Merchants such as restaurants, hotels, and rental agencies may obtain authorizations in advance for Card transactions in an amount greater than the final transaction amount (temporarily affecting the available balance of funds on your Card available to cover other transactions). Any amount required as a pre-authorization at car rental merchants or hotels will be debited from your account. If, after thirty (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.

8.8 If a negative Balance is created following the debit of any fee, the School will be responsible for the amount of such negative Balance. If you have a negative balance, this will be reported to the School and will be subject to the conditions of the School Program.

8.9 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.

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

8.11 You are responsible for all authorized transactions initiated by the use of your Card and for all losses as set out in Section 2.6. 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.

8.12 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.

8.13 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.

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

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

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

8.17 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.

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%

9. Your balance

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

9.2 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 sales draft or other document relating to a transaction will be sufficient to establish your authorization, and any other details, of the transaction.

9.3 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.

9.4 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.

10. Foreign Currency Transactions

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

10.2 If a transaction is made on your Card (or we provide you with funds under this Agreement) in a currency other than Canadian currency, you authorize us to charge against the Balance our cost in Canadian currency of obtaining the transaction amount in foreign funds, determined on the day we process the transaction, plus an administration fee 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, our cost of obtaining Canadian funds, plus an administration fee of 2.50% of the converted amount 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 of products and services in foreign currency) and credits (e.g. refunds or returns in foreign currency) to your account. These costs and variances between the price to buy and sell foreign currency 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 following 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. Replacement Cards

12.1 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 2.6;
- 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;
- d. any replacement request is subject to the consent and direction of the School.

13. Privacy

We will collect, use and disclose your personal information as set out in Section 7.3, and otherwise only in accordance with the Bank's Privacy Code. A copy of this policy is available at <https://vancitycommunityinvestmentbank.ca/privacy/>.

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 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;
- f. we are directed to do so by the School;

and as otherwise provided in this Agreement;

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 www.myreloadable.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. Sections 2.2, 2.7, 8.1, 14, 15, 16, 18, 19, and 20 will survive termination of this Agreement.

15. Changes to this agreement

15.1 A current copy of the Agreement can be obtained on www.myreloadable.ca at any time.

We may make any 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.myreloadable.ca. Any changes will become effective on the date shown on the notice.

16. Our liability to you

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

- a. any of our 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 these terms and conditions;
- h. any breach or violation of the terms and conditions herein by you; or
- i. us declining an authorization for any particular transaction, regardless of our reason.

16.2 We 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 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 and transaction information at www.myreloadable.ca.

16.4 We will not be liable under any circumstances for any indirect, special or consequential losses.

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 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.

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. 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 we will not be held liable or responsible for the accuracy of information from such sources.

21. Contact us

All Card-related inquiries should be directed to the Customer Service Number: 1.866.760.1543 available 24 hours a day, 7 days a week.

Contact information is also available on www.myreloadable.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 obligation of the Bank 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.