

Reloadable Visa* Terms and Conditions

(Cardholder Agreement)

Updated: November 5, 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. 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 is our agreement with you with respect to your Card. Please go to www.myreloadable.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. 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 Services Number **1.866.760.1543** or go online to www.myreloadable.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 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 at 1-866-760-1543 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	\$14.95 paid only when the Card is originally purchased.
Maintenance Fee	\$4.95 per month (or the remaining balance on the Card, if less than \$4.95). If you are a Vancity Member, this fee is waived.
ATM Fee (Canada)	\$1.00 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	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.
Card Closure and Balance Return Fee	\$10.00 charged if you close your Card account and request we return the Card Balance to you.

Fees are not refundable. Fees will be deducted from the Card Balance.

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 www.myreloadable.ca;
- b. **Activate** and **Activation** means the activation of the Card to enable you to use the Card;
- c. **Agent** means any person from whom you purchased the Card, and includes any and all Branches;
- 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 can be viewed at www.myreloadable.ca;
- g. **Branch** means any Vancity or Vancity Community Investment Bank branch location offering the Card;
- h. **Card** means the Reloadable Visa Card issued by us to you and 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;
- i. **Card Services** means any services provided by us in connection with the Card;
- j. **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;
- k. **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;
- l. **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;
- m. **Include, includes** and **including** are deemed to be followed by the words "without limitation";
- n. **IVR** means the Interactive Voice Response system and may be reached by calling **1.866.760.1543**;
- o. **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;
- p. **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;
- q. **Vancity** means Vancouver City Savings Credit Union;
- r. **We, us, and our** means Vancity Community Investment Bank, as the issuer of the Card; and
- s. **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 19.2 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, 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.

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**.

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

5.4 You must reside in Canada to obtain a Card.

6. Activation and PIN Issuance

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. You must also obtain your PIN number through the IVR in order to use your Card at ATMs. Further details regarding the process for obtaining your PIN are contained in the information that accompanied your Card or on **www.myreloadable.ca**. If you do not Activate and load your card within the first sixty (60) days, your Card may be cancelled.

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

7.1 You are able to load additional funds onto your 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 Branch and making a payment onto your Card using cash or direct debit from your account with Vancity or the Bank.

b. By using the online, in-branch, or IVR bill payment system of your financial institution and selecting Vancity Prepaid Visa or Vancity Community Investment Bank Prepaid Visa. (Not all financial institutions allow this feature so check with your financial institution to ensure this option is available).

7.2 Loading funds onto your Card will take between 2 to 4 business days to be posted to your Card.

7.3 Your Card may be used to transfer funds to other cards as follows:

a. if your Card is a Vancity Enviro Reloadable Card, to other Vancity Enviro Reloadable Cards;

b. if your Card is a Vancity Members Reloadable Card, to other Vancity Members Reloadable Cards;

c. if your Card is a Vancity Community Investment Bank Reloadable Card, to other Vancity Community Investment Bank Reloadable Cards; in each case through online Card-to-Card transfers at **www.myreloadable.ca**.

8. Use of the Card

8.1 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 **www.myreloadable.ca** or by IVR, and is subject to the limits set out in Section 10 below. The Card may not be used for any purpose after expiry.

8.2 When you present your Card, the merchant will prepare a receipt which 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.

8.3 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.

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.

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 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 10 for more on authorization tolerance.

8.8 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.

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 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.

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

8.13 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.

8.14 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.

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

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

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

8.18 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 Customer Service Number to find out whether you may use your Card for a particular type of transaction.

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

9. Obtaining Cash from your Card

9.1 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.

10. Card Limits and Tolerances

10.1 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 (2 years)	\$40,000
Maximum load per transaction	\$2,500
Minimum load per transaction	\$25
Cash withdrawal limits – You are limited in the amount of cash and number of transactions for cash withdrawals. <ul style="list-style-type: none"> • Per 30 days (over a maximum of 10 transactions) • Maximum per transaction • Minimum per transaction 	\$2,500 \$500 \$20
Maximum Card-to-Card transfer limit per transaction	\$1000
Maximum Card-to-Card transfer limit in any 24 hour period	\$2000
Maximum Card-to-Card transfers in any 24 hour period	5
Maximum Card-to-Card transfer limit in any 30 day period	\$10,000

10.2 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%

Authorizations can reduce your Card Balance for up to 30 days and may vary by merchant.

11. Your Balance

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

11.2 You will be able to access your Balance online at www.myreloadable.ca.

11.3 You can check your Card Balance at any authorized ATM.

11.4 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.

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

11.6 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.

11.7 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.

11.8 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.

12. 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.

13. 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 in accordance with normal practice respecting the ATM. 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.

f) Confidentiality of Personal Identification Number (PIN). You will select a PIN to access the ATM Service, and you will keep it confidential and will at all times, keep your PIN and Card separate.

14. Foreign Currency Transactions

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

14.2 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.

14.3 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.

15. 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;
- e. complying with any reasonable instructions we give about keeping the Card; and
- f. keeping any Security Details safe and secure.

16. Your Liability for Lost, Stolen and Misused Cards and Unauthorized Transactions

16.1 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.

16.2 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 until you have provided notice to us of such loss or theft in accordance with Section 2.5.

17. 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 via the address provided.

18. Privacy

18.1 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/privacy/>.

18.2 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 **1.866.760.1543** or by updating your information online at www.myreloadable.ca.

19. Ending this Agreement

19.1 You may cancel your Card at any time and request a refund of the Balance (subject to the Card closure and balance return fee). Account closure will occur thirty (30) days from the date of request for closure, or closure of the Card by us. Refund cheques will be mailed to the primary Cardholder only at the address provided for the Account.

19.2 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.

19.3 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 a Branch or 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. 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 a Branch or by sending it to us at the address which you may obtain from the Customer Service Number.

19.4 Sections 2.5, 2.7, 8.1, 16, 21 and 24, will survive termination of this Agreement, along with any other Section that by its nature survives termination.

20. Changes to this Agreement

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

20.2 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.myreloadable.ca at least 60 days in advance.

20.3 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.myreloadable.ca. Any changes will become effective on the date shown on the notice.

21. Our Liability to You

21.1 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.

21.2 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.

21.3 We and any and all of our Agents will not be liable under any circumstances for any indirect, special or consequential losses.

21.4 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 at www.myreloadable.ca.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 at **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>**.

27. 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**.