



## DEBIT CARD/PERSONAL IDENTIFICATION NUMBER/MOBILE PAYMENT TERMS AND CONDITIONS

### 1. Purpose of the Debit Card

I will use the Debit Card only for the purpose of obtaining services as agreed upon between me and my Credit Union. On thirty days written notice, my Credit Union may add or remove the uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This

Agreement, and the fact that I have the use of the Debit Card, does not give me any credit privileges or any entitlement to overdraw my Account, except as provided by separate agreement with my Credit Union. All references to "Debit Card" in this Agreement include virtual Debit Card(s) registered for use with the Mobile Payment Service.

### 2. Confidentiality and Personal Identification Number (PIN) and/or Passcode

I will not select an obvious combination of digits for my PIN (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number). I understand that my Credit Union has only disclosed the PIN to me and to no one else, and I will never, under any circumstances, disclose the PIN to any other person. I will not use my PIN as my telephone or online access code. I will not keep a written record of the PIN, unless the written record is not carried next to the Debit Card and is in a form indecipherable to others. I will always screen the entry of the PIN with my hand or body.

I must treat the Passcode used to authorize any transactions within the Mobile Payment Service with the same standard of care and confidentiality as my PIN. "Passcode" means the numerical code selected by the user to authorize certain Mobile Payment transactions.

### 3. Contactless Debit Payments (*Interac Flash*)

I acknowledge that my Debit Card may include *Interac Flash* contactless payment functionality. This contactless payment service allows me to perform a Transaction using my Debit Card without entering my PIN. I understand that this service is optional and if I do not wish to have this functionality enabled on my Debit Card I can contact my Credit Union and request to have the functionality disabled

### 4. Withdrawals and Deposits

Unless I have made other arrangements with my Credit Union, amounts credited to my Account as a result of deposits using the Debit Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured. Withdrawals or transfers initiated using the Debit Card will be debited to my Account at the time they are made. I will not deposit any coins, worthless, counterfeit or fraudulent items to my Account into any automated teller machine or using my Mobile Device, and will pay to my Credit Union any damages, costs or losses suffered by my Credit Union as a result of any such deposit.

### 5. Liability for Losses

Once I have requested and first used the Debit Card, except as expressly provided in this Agreement, I will be liable for all authorized and unauthorized uses of the Debit Card by any person up to my established withdrawal limit (including funds accessible through a line of credit or overdraft privilege), prior to the expiry or cancellation of the Debit Card. However, in the event of alteration of my Account balance due to technical problems, card issuer errors and system malfunctions, I will be liable only to the extent of any benefit I have received, and will be entitled to recover from the Credit Union any direct losses I may have suffered. I acknowledge that I will co-operate with my Credit Union in any investigation. I will not be held responsible for losses that occur due to circumstances

beyond my control providing there was nothing that I reasonably could have done to prevent the losses. My Credit Union will not be liable to me for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a Point-of-Sale transaction. I understand that I must not use my Debit Card, for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in my jurisdiction.

### 6. Lost or Stolen Card or Mobile Device or Compromised PIN

If I become aware that the Debit Card or my Mobile Device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN or Passcode has been made accessible to another person, I will notify my Credit Union or its agent immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended or the PIN changed. The instant such notice is received or when my Credit Union is satisfied that I became the victim of fraud, theft, or coercion by trickery, force or intimidation, my liability for further use of the Debit Card or Mobile Payment Service will terminate, and I will be entitled to recover from my Credit Union any further losses suffered by me by using the Debit Card or Mobile Payment Service.

### 7. Procedures for Addressing Unauthorized Transactions and other Transaction Problems

In the event of a problem with a Debit Card transaction, or unauthorized Debit Card transaction, other than a matter related to goods or services provided by Merchants, I will report the issue promptly to my Credit Union and the Credit Union will investigate and respond to the issue on a timely basis. My Credit Union will not unreasonably restrict me from the use of any funds subject to dispute, if it is reasonably evident that I did not contribute to the problem or unauthorized transaction. My Credit Union will respond to my report of a problem or unauthorized transaction within 10 business days and will indicate what reimbursement, if any, will be made for any loss incurred by me. Reimbursement will be made for losses from a problem or unauthorized use in this time frame if it is evident that I did not contribute knowingly to the problem or unauthorized transaction and that I took reasonable steps to protect the confidentiality of my PIN or Passcode. An extension of the 10-day limit may be necessary if my Credit Union requires me to provide a written statement or affidavit to aid its investigation.



## DEBIT CARD/PERSONAL IDENTIFICATION NUMBER/MOBILE PAYMENT TERMS AND CONDITIONS

### 8. **Dispute Resolution**

If I am not satisfied with my Credit Union's response, my Credit Union will provide me, upon request, with a written Account of its investigation and the reasons for its findings. If I am still not satisfied,

the issue will be referred to either a Credit Union system dispute resolution service or external mediator, as agreed upon between me and my Credit Union. Neither my Credit Union nor I will have the right to start court action until 30 days have passed since the issue was first raised with my Credit Union. Any dispute related to goods or services supplied in a Point-of-Sale transaction is strictly between me and the Merchant, and I will raise no defense or claim against my Credit Union.

### 9. **Service Fees**

I acknowledge that I have been advised of, and will pay, the applicable service fees disclosed by my Credit Union and in effect for services available under this Agreement. New or amended fees will only become effective 30 days after publication by my Credit Union.

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

I acknowledge and understand that when I conduct transactions using the Debit Card or a Mobile Device in a foreign currency, my debit instruction may be processed through one or more international electronic networks that participate in the international payments system. The instruction my Credit Union receives may ask my Credit Union to pay a stipulated amount in U.S. dollars ("USD"), regardless of the original currency of my transaction. The transaction amount between my Credit Union and me will be the amount of my transaction, plus fees charged by the owner of the automated teller machine or point-of-sale system, converted into USD (or another currency) by one or more parties other than my Credit Union (each, a "Third Party"). Foreign currency conversions completed by Third Parties occur at rates that my Credit Union does not set, and which may include revenue, commissions or fees of those Third Parties.

As a result, the cost of currency conversion may not be known to me or to my Credit Union or precisely determinable in advance or until the amount of the transaction is charged to my Account. More than one currency conversion may be completed by Third Parties before my transaction is processed by my Credit Union. The amount charged to my Account will be the USD value of the instruction received by my Credit Union. If the transaction is conducted on an Account denominated in Canadian dollars, the amount charged to my Account will be the amount of the USD instruction received by my Credit Union, converted to Canadian dollars at my Credit Union's sell rate for purchase of USD in effect at the time of the conversion. Currency conversions will be completed when and at rates in effect when the transaction is processed by my Credit Union, which may not be the same rate in effect when I conduct the transaction or when it is completed. Any fees or markup charged by my Credit Union in addition to the conversion rate and fees charged by Third Parties must be disclosed by my Credit Union as per the 'Fees' section of this Agreement.

### 11. **Evidence of Transactions**

A paper transaction record dispensed mechanically by using the Debit Card constitutes a record of my instructions. Whether such a transaction record is issued or not, it is my responsibility to verify that the transaction has been properly executed by checking my Account activity on a regular basis. In the absence of evidence to the contrary, the records of my Credit Union are conclusive for all purposes, including litigation, in respect of any instructions given by me to my Credit Union through the use of the Debit Card; the contents of any envelope deposited by me into an automated teller machine; the making of a withdrawal, deposit or transfer through the use of the Debit Card; and any other matter or thing relating to the state of Accounts between me and my Credit Union in respect of any electronic transaction.

### 12. **Scope of Agreement**

This Agreement replaces any prior agreement governing the use of the Debit Card and the PIN, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility or the operation of any Account. This Agreement applies to any Account specified herein and, as well, to any other Account designated by me from time to time for use in connection with the Debit Card or Mobile Payment Service.

### 13. **Termination of Agreement**

My Credit Union remains the owner of the Debit Card. It may restrict the use of the Debit Card, or may terminate this Agreement and my right to use the Debit Card, at any time without notice. I will return the Debit Card to my Credit Union or disable the Mobile Payment Service on my mobile device upon request.

### 14. **Cardholder Privacy**

I acknowledge that my Credit Union has policies to protect my privacy and that I may obtain those policies upon request. I hereby consent to use of my personal information by my Credit Union and its affiliates to monitor use of financial services, to detect fraud, develop needed products and services, and offer members needed services. However, if I have given or hereafter give express consent to the collection, use and further disclosure of my Personal Information by the Credit Union in a form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. I may withdraw my consent at any time by contacting the Credit Union's Privacy Officer.



## DEBIT CARD/PERSONAL IDENTIFICATION NUMBER/MOBILE PAYMENT TERMS AND CONDITIONS

### 15. Canadian Code of Practice for Consumer Debit Card Services

I understand that the Credit Union system endorses and supports the voluntary Canadian Code of Practice for Consumer Debit Card Services and that Credit Unions are guided by the principles of the Code in administering the operation of Debit Card services. A copy of the Code is available from my Credit Union upon request.

This Agreement is intended to be interpreted in accordance with its plain English meaning. For the purposes of this Agreement, Point-of-Sale transaction means the use of the Debit Card to conduct a contact transaction with its associated PIN or a contactless transaction without the card's associated PIN or using a Mobile Device for purposes permitted by my Credit Union, including but not limited to: (a) the transfer of funds from my Account to purchase or lease goods or services from a seller, lessor or service provider (a Merchant); (b) the transfer of funds from my Account to obtain a voucher, chit, scrip,

### 16. Interpretation and Definitions

This Agreement is intended to be interpreted in accordance with its plain English meaning. For the purposes of this Agreement, Point-of-Sale transaction means the use of the Debit Card to conduct a contact transaction with its associated PIN or a contactless transaction without the card's associated PIN or using a Mobile Device for purposes permitted by my Credit Union, including but not limited to: (a) the transfer of funds from my Account to purchase or lease goods or services from a seller, lessor or service provider (a Merchant); (b) the transfer of funds from my Account to obtain a voucher, chit, scrip, token or other thing that may be exchanged for goods, services or money, or (c) the transfer of funds into my Account from an Account of a Merchant (e.g. a refund).

### 17. Mobile Payment Service

The Mobile Payment Service allows Credit Union Debit Card holders to perform Point-of-Sale transactions using a Mobile Device ("Mobile Payment Service").

#### a. Eligibility Requirements

In order to use the Mobile Payment Service, I must: (a) be an Authorized User on an Account in good standing with my Credit Union; (b) have a Mobile Device; and (c) meet any other requirements for the access and use of the Mobile Payment Service that are specified by my Credit Union. "Mobile Device" means a mobile device that is capable of being used in connection with the Mobile Payment Service.

#### b. Sale or Disposal of Mobile Device

If I intend to sell, give away or dispose of my Mobile Device I must delete the credit Union Mobile Payment/Mobile Banking application from my Mobile Device.

#### c. Termination or Suspension of Mobile Payment Service

I may terminate my use of the Mobile Payment Service at any time by contacting my Credit Union. My Credit Union may terminate or suspend my use of the Mobile Payment service for any reason at any time without notifying me in advance.

#### d. Mobile Device Security

I am prohibited from using the Mobile Payment Service on a Mobile Device that I know or suspect has had its security or integrity compromised (e.g. where the device has been "rooted" or had its security mechanisms bypassed). I will be solely liable for any losses, damages and expenses incurred as a result of my use of the Mobile Payment Service on a compromised device. I further acknowledge that I will properly maintain the security of my Mobile Device used in conjunction with the Mobile Payment Service by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs.

#### e. Location-based Services (only applicable if Mobile App is used in conjunction with Location-based Services)

I acknowledge that the Mobile Payment Service may be used in conjunction with location based services, and agree that my Credit Union may collect, transmit, process, display, disclose, maintain or use location based data.

#### f. User Licensing Terms

I agree that I will not copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Service or any part of the Service. I will not license, sublicense, market or distribute the Mobile Payment Service, or provide any copies to a third party. I will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Service, and I will not use any part of the Mobile Payment Service to gain access to interconnecting software applications to do the same.

#### g. Jurisdiction

I acknowledge that this Agreement is subject to the laws and jurisdictions as defined by my Credit Union, irrespective of where I downloaded or enabled the Mobile Payments Service. I understand that my Credit Union may monitor and enforce compliance with these terms.

#### h. Warranties and Liabilities

I acknowledge and agree that: (a) my Credit Union does not warrant the operability or functionality of the Mobile Payment Service or that it will be available to complete a transaction; (b) my Credit Union does not warrant that any merchant will offer the payment method accessed through the Mobile Payment Service; and (c) my Credit Union does not guarantee the availability or operability of any wireless networks or of any mobile device. I understand that I should keep my physical Debit Card with me to use in the event the Mobile Payment Service is unavailable for whatever reason. Furthermore, I explicitly exclude my Credit Union, all partners and associated service providers from all liability whatsoever in relation to the Mobile Payments Service, and by extension their respective directors, officers and employees, including, without limitation, any liability in relation to the sale, distribution, use or the performance or non-performance of the Mobile Payments Service. I acknowledge and confirm ownership of the respective intellectual property rights by my Credit Union, its partners and associated service providers.

### 18. Receipt of Copy of Agreement

I acknowledge the receipt of a true copy of this Agreement or a previous version signed by me upon initiation of the PIN based Debit Card service or Mobile Payment Service and that this Agreement does not require signature by my Credit Union. This Agreement may be amended unilaterally by my Credit Union upon thirty (30) days' notice and until the Agreement is terminated, the use or continued use of the Debit Card or Mobile Payment Service by me shall be conclusively deemed to be the acceptance of any amendments to

this Agreement. I acknowledge that notice will be given to me in writing either by mail to my most recent address as shown on the Credit Union's



## DEBIT CARD/PERSONAL IDENTIFICATION NUMBER/MOBILE PAYMENT TERMS AND CONDITIONS

records, by the Credit Union posting notice at its premises or on its website, by personal delivery, or by any other means the Credit Union, acting responsibly, considers appropriate to bring the change o my attention. I also agree to keep this copy of this Agreement for my own records. I understand I may obtain a copy of any changes to the Agreement or the revised Agreement from any branch of my Credit Union.

**Revision Date: April 2017**