

# Vancity enviro™ Visa\* & Citizens Bank Visa Cardholder Agreement

This Cardholder Agreement is effective as of September 1, 2010 and is subject to change by Vancity™ or Citizens Bank™, as applicable. I agree with you as follows:

**Disclosure Statement Table** - The information contained in this table summarizes key Card features.

features	summary				
<b>initial credit limit</b>	Please refer to the welcome letter that accompanies the Card or the first monthly statement.				
<b>annual interest rate(s)</b>	Regular Rate: <b>19.50%</b> Low Rate: <b>11.25%</b> The interest rate will depend on the type of Card chosen as further outlined below and is in effect the date the Visa Account is opened, unless a promotional rate of interest applies.				
<b>interest-free grace period</b>	A <b>21-day</b> grace period applies to all New Purchases that appear on a monthly statement for the first time even if the balance owing on the previous monthly statement was not paid in full by the Payment Due Date. The grace period does not apply to Cash Advances, Convenience Cheques and Balance Transfers.				
<b>determination of interest</b>	Interest is calculated daily and charged monthly on the last day of the billing cycle at a daily rate of <b>0.05342% (19.50% per year)</b> for the Regular Rate or a daily rate of <b>0.03082% (11.25% per year)</b> for the Low Rate.				
<b>minimum payment</b>	Vancity enviro Classic*, Citizens Bank Shared Interest™ Classic, Amnesty International™ and Oxfam Canada™		Vancity enviro Gold™, Vancity enviro ExpenseGold™ and Citizens Bank Shared Interest Gold		
	The greater of <b>\$10</b> or <b>3%</b> of the unpaid balance shown on the monthly statement.		The greater of <b>\$50</b> or <b>3%</b> of the unpaid balance shown on the monthly statement.		
<b>foreign currency conversion</b>	Transactions, refunds or returns made in foreign currency will be billed in Canadian currency. The Transaction, refund or return will be converted at the foreign exchange rate on the Posting Date and an administration fee of <b>2%</b> of the converted amount for transaction handling through the Visa International network will be also be applied.				
<b>annual fees</b>	Annual fees are charged in the month the account is opened and annually thereafter.				
		Vancity enviro Classic, Citizens Bank Shared Interest Classic	Vancity enviro Gold, Citizens Bank Shared Interest Gold	Vancity enviro ExpenseGold	Amnesty International and Oxfam Canada
	Regular Rate with Rewards	<b>\$0</b>	<b>\$99</b>	<b>\$99</b>	<b>\$ 0</b>
	Low Rate with Rewards	<b>\$50</b>	<b>\$145</b>	<b>n/a</b>	<b>n/a</b>
Low Rate	<b>\$25</b>	<b>\$45</b>	<b>n/a</b>	<b>n/a</b>	
<b>other fees</b>	<p>The following fees will be charged on the Posting Date (unless otherwise indicated):</p> <ul style="list-style-type: none"> <li>• <b>domestic cash advance fee: \$2</b> for each Cash Advance obtained within Canada.</li> <li>• <b>international cash advance fee: \$2</b> for each Cash Advance obtained outside Canada.</li> <li>• <b>ABM access fee:</b> An additional access fee may be charged by ABM operators for international and domestic cash advances.</li> <li>• <b>dishonoured cheque charge: \$22</b> for convenience cheques drawn that exceed the Credit Limit or for dishonoured payments.</li> <li>• <b>monthly statement of account copy fee: \$2</b> for each copy of a prior month's statement.</li> <li>• <b>sales draft copy fee: \$5</b> for each copy of a sales draft.</li> <li>• <b>credit balance cheque fee: \$10</b> for each cheque requested by and issued to an Authorized User.</li> <li>• <b>over limit fee: \$10</b> fee if the Balance Outstanding is greater than the Credit Limit. This fee will be charged once per billing period when the Balance Outstanding is over the Credit Limit at any time during the billing period.</li> <li>• <b>reward points transfer fee: \$25</b> fee is charged for transferring reward points from one Visa Account to another.</li> </ul>				

## disclosure summary

### fees

Annual fees are charged in the month your account is opened and annually thereafter. The other fees will be charged on the Posting Date (unless otherwise indicated). Fees are outlined in more detail in the Disclosure Statement Table and in Section 3.

### minimum payment

Depending on the type of card chosen, (a) the greater of \$10 or 3% of the unpaid balance shown on the monthly statement of account or (b) the greater of \$50 or 3% of the unpaid balance shown on the monthly statement of account, as outlined in the Disclosure Statement Table. In addition, amounts exceeding the Credit Limit are immediately payable. If the new balance on the monthly statement of account is less than \$10, it is payable in full by the Payment Due Date.

### interest calculation and grace period

Interest is charged at a daily rate of 0.05342% (19.5% per year) for the Regular Rate option or a daily rate of 0.03082% (11.25% per year) for the Low Rate option. The daily interest is the annual interest rate divided by 365 (366 in leap years). Interest rates are calculated daily and are in effect on the date the Visa Account is activated, unless a promotional rate of interest applies, and are charged monthly on the last day of the billing period. The interest rate is outlined in more detail and is subject to change in accordance with the Disclosure Statement Table, Sections 2, 21 and 26.

A 21-day grace period applies to all New Purchases that appear on a monthly statement of account for the first time even if the previous monthly statement of account was not paid in full. The grace period does not apply to Cash Advances, Convenience Cheques and Balance Transfers. The 21-day grace period only applies to New Purchases if the balance on the monthly statement of account on which they appear is paid by the Payment Due Date, after which interest will accrue from the date of that monthly statement of account. The Payment Due Date will automatically be extended to the next business day if it falls on a Saturday, Sunday or statutory holiday.

If a promotional rate of interest is being charged, that interest rate will increase to either the Regular Rate or the Low Rate (depending on the type of Card chosen) at the end of the promotional period or in the event of failure to comply with any of the terms of this Cardholder Agreement. In addition, if the Low Rate applies and the minimum payment shown on the monthly statement of account is not made by the Payment Due Date for two consecutive monthly statement of account billing cycles, the Visa Account will immediately lose the right to benefit from the Low Rate for one year. After one year, the Low Rate may be reinstated upon request and subject to credit approval.

### default charges

Upon a default of this Agreement, the Primary Cardholder and Authorized Users will be charged all costs, legal fees and expenses incurred by the Issuer in order to recover any Balance Outstanding, to take possession of the Cards and realize on or protect any security that may have been provided, to the extent permitted by law. In addition, the Visa Account may lose any low promotional interest rate that is currently being charged on the Balance Outstanding as of the date of default.

### other disclosure information

If the Visa Account is approved on the condition that the applicant pledges a certain amount of funds in a deposit account, the Visa account approved is deemed to be a "Secured Visa Account". Should the Secured Visa Account fall into default of this Agreement, the Issuer will realize on the pledged funds to recover any Balance Outstanding or charges related to the Secured Visa Account. Statements of account will be sent monthly as outlined in more detail in Section 4 below. The number of days covered by each monthly statement may vary, but will normally be between 28 and 33 days. Neither the Primary Cardholder nor any Authorized Users are responsible for Transactions resulting from fraudulent and other unauthorized use of a Card, except for all unauthorized use which occurs prior to providing notice of loss or theft of the Card when used with the personal identification number.

### contacting us

24-hour Visa inquiries, lost or stolen cards  
collect from outside of Canada and the U.S.A.  
general information  
account information  
rewards program

**604.877.4999 or 1.800.611.8472**  
**604.708.7810**  
**vancity.com/visa or citizensbank.ca/visa**  
**myvisaaccount.com**  
**myvisarewardsplus.com**

This Agreement (including the terms and conditions on pages 1 and 2) sets out the terms under which I may use the Visa Account and any Card or Convenience Cheque that you have issued to me. If I sign, activate or use my Card, the Visa Account or Convenience Cheque in any way, it will mean that I have received and read this Agreement and agree to accept all of its terms and the terms of any additional documentation provided to me by you.

## 1. defined terms

In this Agreement:

“**ABM**” means an automated bank machine.

“**ABM Transaction**” means a Transaction using a Card and PIN at an ABM.

“**Agreement**” means this Cardholder Agreement (including the terms and conditions on pages 1 and 2), as it may be amended, supplemented or replaced from time to time.

“**Authorized Person**” means any additional person to whom I have given either express or implied authority to use the Visa Account, and includes all Authorized Users.

“**Authorized User**” means each person who has been issued a Card or Convenience Cheque under the Visa Account at the request of the Primary Cardholder.

“**Balance Outstanding**” means, at any time, the total amount of all Indebtedness and interest payable under this Agreement, less any payments or other credits which have been posted to the Visa Account.

“**Balance Transfer**” means an amount which is transferred to the Visa Account using a balance transfer form or in response to a balance transfer offer you have made available to me.

“**Card**” means a charge card issued by you under the Visa Account which carries the Visa name.

“**Cash Advance**” means an advance of money that is charged to the Visa Account and includes:

- (a) cash advances taken in person at a branch or another financial institution;
- (b) cash advances taken at an ABM; and
- (c) cash-like transactions involving the purchase of items directly convertible into cash, such as money orders, wire transfers, travellers' cheques and gaming transactions (including betting, off-track betting, race track wagers and casino gaming chips).

“**Citizens Bank**” means Citizens Bank of Canada.

“**Convenience Cheque**” means a cheque which you have supplied to me for use with the Visa Account.

“**Corporate Guaranteed Visa**” means a Visa Account where the Primary Cardholder is the only party liable for the Transactions incurred by Authorized Users as further described in Section 22 below.

“**Credit Limit**” means the credit limit shown on your monthly statement of account, as changed from time to time at your request or with your consent.

“**Good Standing**” means I am in compliance with this Agreement.

“**I**”, “**me**” and “**my**” means, collectively, the Primary Cardholder and any Authorized Users.

“**Indebtedness**” means the amount of all Purchases, Cash Advances, Balance Transfers, Convenience Cheques, fees and all other amounts payable under this Agreement, except interest.

“**New Purchase**” means a Purchase which was not previously billed.

“**Payment Due Date**” means the payment due date shown on a monthly statement of account.

“**PIN**” means my personal identification number.

“**Posting Date**” means the date a Transaction is actually processed or charged to the Visa Account.

“**Primary Cardholder**” means the person who applied for the Card and, if applicable, any co-applicant of the Card either at the initial time of application or at a later date, jointly, and in whose name or names the Visa Account is held.

“**Promotional Offer**” means a promotional offer that may be made available to me in connection with the Visa Account.

“**Purchase**” means a purchase of goods or services, but does not include a Cash Advance, Balance Transfer or Convenience Cheque.

“**Transaction**” means any use of a Card or the Visa Account number to make Purchases and other charges to the Visa Account, as well as Cash Advances, Balance Transfers and Convenience Cheques.

“**Transaction Date**” means the date recorded on the sales draft or Cash Advance.

“**Vancity**” means Vancouver City Savings Credit Union.

“**Visa Account**” means the Visa account opened in the name of the Primary Cardholder, including without limitation Vancity accounts for the Vancity enviro Classic, enviro Gold, and enviro ExpenseGold Cards and Citizens Bank accounts for Shared Interest Classic, Shared Interest Gold, Amnesty International and Oxfam Canada Cards.

“**you**”, “**your**” and the “**Issuer**” mean, with respect to enviro Classic, enviro Gold, and enviro ExpenseGold Cards, Vancity, and with respect to Shared Interest Classic, Shared Interest Gold, Amnesty International and Oxfam Canada Cards, Citizens Bank.

## 2. interest

I will pay the interest described in this Agreement.

Interest is charged at a daily rate of 0.05342% (19.50% per year) for the Regular Rate option (the “**Regular Rate**”) or at a daily rate of 0.03082% (11.25% per year) for the Low Interest Rate option (the “**Low Rate**”), depending on which kind of Card I choose. The interest rate is subject to change in accordance with Section 21, and the current interest rate, on an annual and daily basis, appears on the monthly statement of account.

### Examples of Interest Charges

Outstanding Visa Balance	\$200	\$300	\$700
30 days interest charged at Regular Rate	\$3.21	\$4.81	\$11.22
30 days interest charged at Low Rate	\$1.85	\$2.77	\$6.47

Interest is calculated by totaling the interest-bearing Indebtedness owing at the end of each day for the period in question and multiplying the result by the daily interest rate applicable to such Indebtedness for the same period. The daily interest rate is the annual interest rate divided by 365 (366 in leap years). Interest is calculated daily and added to the Visa Account on a monthly basis. Interest is not charged on interest.

Interest accrues on the unpaid balance of the following amounts:

- (a) Cash Advances from and including the Transaction Date;
- (b) funds drawn on Convenience Cheques from and including the Posting Date;
- (c) Balance Transfers from and including the Posting Date; and
- (d) Purchases and other Indebtedness that appeared on a previous monthly statement from the monthly statement date.

However, interest will not be charged on New Purchases that appear on a monthly statement of account as long as the balance is paid in full by the Payment Due Date.

The grace period between the last day of the period covered by the monthly statement of account and the Payment Due Date will be a minimum of 21 days. If the Payment Due Date falls on a Saturday, Sunday

or a statutory holiday, the grace period will be extended so that I may pay the new balance in full on the next business day.

The 21-day grace period does not apply to Cash Advances, Balance Transfers and Convenience Cheques. The 21-day grace period only applies to New Purchases if the balance on the monthly statement of account on which they appear is paid by the Payment Due Date, after which interest will accrue from the date of that monthly statement of account. Interest is charged on Cash Advances from and including the Transaction Date until the day I repay it in full (plus interest which has accrued on it). I will be charged one day's interest on Cash Advances, Balance Transfers and Convenience Cheques even if I repay it on the Transaction Date. Interest is charged on Balance Transfers from and including the date they are posted to my Visa Account until the day I make a payment which covers the amount of such Balance Transfer plus the interest which has accrued on it. Interest is charged on Convenience Cheques from and including the Posting Date until the day I make a payment which covers the amount of such Convenience Cheque plus the interest which has accrued on it.

### 3. fees

I will pay the charges and fees described in this Agreement and those described in any notice or monthly statement of account sent to me. Fees and charges are not refundable in the event of termination or suspension of the Visa Account.

**annual fees:** Please refer to Disclosure Summary Table on page 1. The annual fee is charged annually per Visa Account. There is no additional fee for supplementary Cards. Should I benefit from the Low Rate and fail to make the minimum payment shown on the monthly statement of account by its Payment Due Date for two consecutive monthly statement of account billing cycles, I will immediately lose the right to benefit from the Low Rate for one year and will not be eligible for full or partial refund of the annual fee paid. After one year, if I would like to have the Low Rate reinstated, I must request it from you and reinstatement will be subject to credit approval.

**domestic cash advance fee:** A \$2 charge applies to each Cash Advance obtained within Canada at any financial institution or ABM displaying the Visa trademark.

**international cash advance fee:** A \$2 charge applies to each Cash Advance obtained outside Canada at any financial institution or ABM displaying the Visa trademark.

**ABM access fee:** An access fee may be charged by ABM operators for international and domestic cash advances. This fee will be added to the principal amount of the cash advance and treated for interest calculation purposes as part of the cash advance amount.

**dishonoured cheque charge:** If a Convenience Cheque is dishonoured because it would exceed my Credit Limit, or a cheque for a Visa bill payment (drawn on any financial institution) is dishonoured for insufficient funds (NSF), account closed or stopped payment, the fee is \$22.

**statement copy fee:** \$2 is charged for each copy of a prior month's statement of account. There is no charge for a copy of the current month's statement of account. I may view the details of my Transactions at no charge at myvisaaccount.com or a copy of my most recent monthly account statement through Canada Post's ePost® service.

**sales draft copy fee:** \$5 is charged for each copy of a sales draft.

**credit balance cheque fee:** \$10 is charged for each cheque requested by and issued to me for the return of a positive credit balance on the Visa Account. Cheques are not available if the positive credit balance is equal to \$10 or less. If I am a Vancity member, there is no charge for a transfer of a positive credit balance from the Visa Account into my Vancity savings or chequing account. You are not obliged to pay me interest on any credit balances. I acknowledge that credit balances are not deposits and are therefore not insured. Credit balances will be applied to my Visa Account as described in Section II. If my Visa Account has a credit balance and I

am not in Good Standing with respect to any other Indebtedness I owe to you, you may use that credit balance to offset the other Indebtedness.

**foreign currency conversion:** When I make a Transaction with the Card or am credited with a refund or return in foreign currency, you convert the foreign currency into Canadian dollars at the exchange rate determined by the Visa International Services Association on the Posting Date. I will pay Indebtedness incurred in a foreign currency, or be credited with refunds and returns made in a foreign currency, in Canadian dollars at the rate of exchange that is 2% higher than the exchange rate determined by the Visa International network on the day the Transaction, refund or return is posted to the Visa Account. The exchange rate charged may be different from the rate in effect on the date of the Transaction, refund or exchange date. In each case, the 2% increase represents an administration charge. I acknowledge that these exchange and administration costs of currency conversion will be incurred for both debits (e.g. Purchases or Cash Advances in foreign currency) and credits (e.g. refunds or returns in foreign currency) to the Visa 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 Transaction exceeding the amount of the corresponding credit for a refund or return of such Transaction. I also acknowledge that any credit for a refund or return may be processed on a date following the Posting Date for the corresponding debit for the original Transaction, 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.

**over limit fee:** If the Balance Outstanding is over my Credit Limit at any time during the billing period, a \$10 fee will be charged once per billing period. I will not be charged an over limit fee if a merchant places a temporary hold on my Visa Account resulting in the Credit Limit being temporarily exceeded.

**reward points transfer fee:** \$25 is charged for transferring reward points from one Visa Account to another.

### 4. monthly statements

I will receive a statement of account each month setting out all the charges with respect to the Visa Account, unless there has been no activity that month or there is no Balance Outstanding. The number of days covered by each monthly statement of account will vary as a result of several factors, including holidays, weekends and the different number of days in each month, and will normally be between 28 and 33 days.

If I do not notify you within 30 days after the date of a monthly statement of account of any error or omission, the monthly statement of account will be conclusively settled to be complete and correct except for any amount incorrectly credited to the Visa Account. A microfilm, other copy or electronic record of a sales draft, cash advance draft, Convenience Cheque or other document relating to a Transaction will be sufficient to establish liability.

You will send my monthly statement to the mailing address I included on my account application unless I ask you to send it to a different address. It is my responsibility to ensure that you have my correct mailing address.

### 5. minimum monthly payment

The minimum monthly payment that I must make by the Payment Due Date is outlined in the Disclosure Statement Table. Unless I am required to repay the new balance set out on a monthly statement in full, the monthly statement of account will include an estimate of the length of time it would take me to repay the new balance if only the minimum payment is made each month. In addition, I will immediately pay any amount exceeding my Credit Limit, and if the new balance on the monthly statement of account is less than \$10, I will pay it in full by the Payment Due Date. If the date identified in the monthly statement of account for the minimum monthly payment is a Saturday, Sunday or statutory holiday, then the minimum monthly payment is not due until the following business day.

## 6. authority over account

Only the Primary Cardholder has full authority to deal with, and provide instructions to, the Issuer with respect to the Visa Account. Each person comprising the Primary Cardholder may individually add or remove Authorized Users from the Visa Account from time to time by contacting the Issuer, although the Issuer may limit the number of Authorized Users on the Visa Account. The Primary Cardholder (together, if there is more than one) must authorize the removal of any Primary Cardholder or a closure of the Visa Account.

Authorized Users may make inquiries from time to time about the Visa Account, dispute a Transaction or report a Card lost or stolen, but otherwise have no authority to deal with, or provide instructions to, the Issuer with respect to the Visa Account.

## 7. use of cards and convenience cheques

I may use the Visa Account to make Transactions wherever the Card is accepted or in any other way you may permit, subject to the terms of the Agreement. I will ensure that each Card is signed immediately upon receipt. I will not use a Card prior to the validation date or after the expiry date embossed on it but, if I do so, I will still be responsible for all Transactions, fees, interests and charges. I will not use a Convenience Cheque unless the related Visa Account is active but, if I do so, I will still be responsible for all related charges. Cards and Convenience Cheques are your property and I will return them to you upon your request. I cannot stop payment on any Transaction. I will not use the Visa Account to pay the Balance Outstanding or any other indebtedness of any kind that I owe to you or your affiliates.

## 8. liability for indebtedness

I am liable for all Indebtedness and all interest and fees charged in respect of such Indebtedness (including Indebtedness incurred by any Authorized Person). If any Authorized Person signs a sales or cash advance draft or enters my PIN, or if I or any Authorized Person gives the Visa Account number to conduct a Transaction without presenting the Card (such as by way of mail order, telephone, internet, or any other electronic method), the legal effect shall be the same as if I used the Card and either signed a sales or cash advance draft or entered my PIN. The Primary Cardholder and each Authorized User are jointly and individually liable for all Indebtedness and all interest and fees charged in respect of such Indebtedness.

## 9. illegal transactions and fraud

The Card and the Visa Account may not be used for any illegal purpose, such as internet gambling in jurisdictions where this is illegal. Where an illegal Transaction is attempted, the Transaction may be declined. The Issuer may decline a Transaction at its discretion if it believes that the security on the Visa Account has been compromised or suspects that the Visa Account is being used fraudulently.

## 10. credit limit

I will not permit the Balance Outstanding to exceed my Credit Limit; however, you may (but are not required to, even if you have done so before) permit the Balance Outstanding to exceed my Credit Limit. My Credit Limit appears on the monthly statement of account. I am liable for all Indebtedness and interest on it, whether or not it exceeds my Credit Limit. I understand use of the Card and the Visa Account may be suspended at your discretion if the Credit Limit is met or exceeded. If more than one Card is issued under the Visa Account, the total Credit Limit will be shared among all Cards. In addition, at any time, you may restrict Cash Advances on my Visa Account, even if they, together with the remainder of the Balance Outstanding, do not exceed my Credit Limit.

## 11. payment

I will pay the new balance by the Payment Due Date as follows:

- (a) in full;
- (b) by minimum monthly payment described in the Disclosure Statement Table; or
- (c) by any payment greater than (b).

In addition, I will immediately pay any amount exceeding my Credit Limit, and if the new balance on the monthly statement of account is less than \$10, I will pay it in full by the Payment Due Date.

I may make payment by mail, at a Vancity branch, by electronic payment or at certain other Canadian financial institutions which accept payment for Vancity or Citizens Bank Visa Accounts. Some methods of payment make take several days to reach you and will not be credited to my account until you have processed and posted them. Payments and other credits to the Visa Account are not taken into account in calculating my available amount of credit until such payments or other credits are processed and posted. I am responsible for all interest charged on Indebtedness until my payment is processed and posted.

## 12. application of payments

Payments received, in accordance with Section 11 above, are applied in the following order:

- (a) for the portion of the payment up to and including my minimum monthly payment,
  - (i) interest;
  - (ii) fees and charges;
  - (iii) principal of previously billed Cash Advances, Balance Transfers and Convenience Cheques;
  - (iv) principal of previously billed Purchases;
  - (v) principal of unbilled Cash Advances, Balance Transfers and Convenience Cheques; and
  - (vi) principal of New Purchases.

In categories (i) to (vi), those amounts which bear the lowest rate of interest will be paid first.

- (b) for the portion of the payment exceeding my minimum monthly payment, my payment will be applied to the categories indicated above in descending order of interest rates applicable to them, with those amounts bearing the highest rate of interest being paid first.

## 13. special card features and rewards programs

You may make special services or benefits available to me, including without limitation, insurance coverage and rewards programs. Some of these services and benefits are features of the Card while others must be enrolled in or purchased separately. The services and benefits are subject to the terms and conditions applicable to them, which may vary from time to time and may be cancelled or changed at your discretion. The terms and conditions applicable to the My Visa Rewards Plus rewards program are available online at [myvisarewardsplus.com](http://myvisarewardsplus.com) or may be obtained by contacting the 24-hour Visa Centre. You are not liable for any services or benefits not directly supplied by you and I may not refuse to pay you any amount charged to my Visa Account for such services or benefits if I choose to take advantage of them.

## 14. automated banking machine services

- (a) **Use of an automated banking machine.** I will use an ABM strictly in accordance with this Agreement and any other instructions you may provide to me from time to time.
- (b) **Operation of ABM service.** I can use any ABM in Canada or around the world where the Visa symbol is displayed for an ABM Transaction. Without the PIN, the Card alone cannot perform any Transactions at an ABM. ABM Transactions will be debited or credited, as applicable, to my Visa Account. Debits are permitted in any amount up to the daily cash withdrawal limit that you set for the Visa Account, subject to the available portion of my Credit Limit on my Visa Account. Other financial institutions and ABM

operators may impose a maximum withdrawal limit as well. You may change my daily cash withdrawal limit at any time without prior notice to me. An ABM access fee may apply in addition to Transaction charges imposed by other financial institutions and ABM operators as outlined above. The Transaction record produced and dispensed by an ABM shall constitute written evidence of my approval of the ABM Transaction. The records with respect to all ABM Transactions shall be conclusive and binding upon me.

- (c) **Access to Visa Account.** I will not make any withdrawal or transfer from my Visa Account which exceeds the available portion of my Credit Limit on my Visa Account. Each withdrawal or transfer from my Visa Account performed using an ABM shall be treated as a Cash Advance.
- (d) **Termination of ABM service.** You may at any time without prior notice to me: (i) withdraw any ABM from use, (ii) withdraw permission for me to use an ABM, or (iii) cancel or alter the terms of use that apply to an ABM, all without being liable for any loss resulting from such action.
- (e) **Liability.** You shall not be liable for any delay, damage or inconvenience caused by the malfunction of or failure to operate an ABM for any reason whatsoever.

### 15. confidentiality of personal identification numbers

I will select a PIN in accordance with your instructions to access an ABM and for use at chip-enabled terminals. I will not give my Card to others or share my PIN with anyone and I will otherwise keep my PIN confidential and, at all times, keep the PIN and Card separate. I will not record my PIN in any manner or on any media, whether in writing or otherwise, including, without limitation, in electronic form, or on voice mail or email. When choosing a PIN, I will not use all or any part of a number or password that I use for any other service or any other number which could be easily obtained or guessed by someone else (such as my name or the name of a close relative, my birth date, telephone number or address or that of a close relative or a number on any of my bank or credit cards). If I forget my PIN, I will need my reference number that was mailed to me along with my Card to set up a new PIN. If I lose the reference number, I must contact the Visa Centre to have the reference number mailed to me again.

### 16. purchase authorizations

When I present my Card to a merchant, the merchant will either prepare a sales draft which I will be asked to sign or ask me to enter my PIN into a chip-enabled terminal. I will then receive a copy of the sales draft unless no such record is available, as in the case for a mail order, telephone, internet or other electronic method of purchase. I will keep each sales draft until the Transaction appears on the monthly statement of account. This will help me keep track of my spending until my monthly statement of account arrives and is especially important if more than one person is authorized to use the Visa Account. I acknowledge that once a Transaction is authorized, whether or not I have received the goods, services or cash, the available portion of my Credit Limit on the Visa Account will decrease by the amount of such authorization. It is my responsibility to provide any merchant with accurate and complete information for any pre-authorized payment Transactions that I would like charged to my Visa Account. If I wish to discontinue any such pre-authorized payment transactions, it is my responsibility to advise the merchant in writing and then ensure that the merchant is no longer charging my Visa Account. You may monitor my Visa Account for fraud and suspicious or unusual Transactions and for my protection, may refuse to authorize Transactions that you deem suspicious or unusual. You will not be liable in any way for any refusal to authorize any Transaction.

### 17. taking care of my card

To protect the magnetic information that is recorded on the black stripe

on the back of my Card, I will not keep my Card near any magnets or store it back-to-back with other cards with magnetic stripes. If my Card is damaged, card terminals and ABMs may be unable to read the information recorded on the black stripe or on the chip in my Card. If that happens, I will contact the Visa Centre for a replacement Card. I will cut my damaged, cancelled or expired Card in half across the security chip and black strip before throwing it away.

### 18. limitation of issuer's liability

You shall not be liable to me for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever (whether in contract, tort, strict liability, products liability or otherwise) including, without limitation, lost revenues, loss of profits or loss or interruption of business, arising from or in connection with (i) the Visa Account, (ii) my use or possession of the Card, or (iii) the terms and conditions, or the operation, of any rewards program which you offer as a benefit on the Card. I will, however, remain liable for all unauthorized use which occurs prior to my giving notice to you of the loss or theft of my Card when used with my personal identification number.

### 19. problem with goods and services

Before contacting you, I will attempt to settle any dispute regarding a Transaction or a credit voucher issued by a merchant directly with the merchant. I may contact you to discuss disputes I may have with a merchant but you are not responsible for any dispute arising out of any goods or services that I receive from any merchant or other third party, its agents or their suppliers, nor are you obligated to take any action. My recourse against you in connection with using the Card shall be limited to reimbursement of any amounts incorrectly charged to my Visa Account and you shall in no event have any further or additional obligations or liability to me. In some circumstances, you may be able to provide assistance in resolving disputed transactions.

Although you have no legal obligation to do so, I understand and agree that if you credit my Visa Account for any amount related to a disputed Transaction, all right, claim, demand or other interest (together with all rights of action accrued or which may accrue) that I have or may have, now or in the future, in respect of such disputed transaction are automatically assigned to you. I understand that you may reverse these credits at any time. I also agree to fully cooperate with you by signing all documents that you may require regarding the assignment of such right, claim, demand or other interest either before or after you credit my Visa Account. However, I understand that you have no obligation to credit my Visa Account and if you do credit my Visa Account, it will not be considered a precedent for crediting my Visa Account in the future.

### 20. failure to honour cards or accept convenience cheques; claims against merchants

You will not be liable if a Card is not honoured, a Convenience Cheque is not accepted, or the Visa Account cannot otherwise be used. Any dispute that I have with a merchant does not affect my obligation to pay you the full amount that has been charged to my Visa Account. At any time you may refuse to provide Cash Advances without liability to me.

You will credit the Visa Account 30 days after receipt of a merchant's credit voucher for a Purchase made with a Card. If you have not received or credited a credit voucher when a monthly statement of account is prepared, I will pay the new balance on the monthly statement of account as required by this Agreement, and any credit will appear on a subsequent monthly statement of account following your receipt or crediting of the voucher.

### 21. changes

You may change this Agreement, any interest rate(s) and any fee(s) at anytime and from time to time without notice to the extent permitted by law, by mailing a notice to me at the most recent address appearing in

your records (or sending it any other way). The notice may be enclosed with or printed on a monthly statement of account or may be sent separately. The notice will bind any Authorized User even if it is mailed or sent to the Primary Cardholder's address. The Authorized Users direct you to use that address for such purposes. A change may apply both to existing Indebtedness and to Indebtedness arising after the change is made. I will be deemed to have accepted the changes if I use a Card or access my Visa Account in any way after the effective date of the notice. I will give you prompt notice of any change in my address.

In addition, should I benefit from the Low Rate and fail to make the minimum payment shown on the monthly statement of account by its Payment Due Date for two consecutive monthly statement of account billing cycles, I will immediately lose the right to benefit from the Low Rate for one year and interest will accrue at the Regular Rate. After one year, if I would like to have the Low Rate reinstated, I must request it from you and reinstatement will be subject to credit approval.

## 22. corporate guaranteed Visa

If my card is a Corporate Guaranteed Visa, the terms and conditions set out in the Vancity Visa Corporate Guarantee Form and the following additional terms and conditions apply to my Visa Account, and if any terms and conditions in this Section 22 are inconsistent with or contradict the terms and conditions in the rest of the Agreement, this Section 22 will apply.

The Primary Cardholder may authorize Authorized Users who will be issued Cards and may make Transactions on the Primary Cardholder's Visa Account (the "Corporate Users").

If I am the Primary Cardholder, I agree that I am responsible for all Transactions made by all of the Corporate Users and despite any provision to the contrary in this Agreement, I am the only party liable for the Balance Outstanding. You will not be required to recover the Balance Outstanding or any other amounts from the Corporate Users. I am responsible for any amounts owing due to any negligent or fraudulent acts or omissions by Corporate Users.

If I am a Corporate User, I may dispute Transactions, report a Card lost or stolen and make Transactions; however, despite any provision to the contrary in this Agreement, I may not add additional Authorized Users or Corporate Users to the Visa Account, terminate the Visa Account, consent to a Credit Limit Increase, or change any of the other features of the Visa Account, including the address at which monthly statement of account are mailed to or account adjustments. In addition, any reward or promotional programs (including credit alert and balance protection insurance) may not be applicable to me as a Corporate User. The credit limit that is assigned to my Card may not be the same as the Visa Account's Credit Limit.

## 23. privacy

The Issuer may collect, use and disclose my personal information in accordance with the Vancity Privacy Code or Citizens Bank Privacy Code, as applicable, and also for the purposes of operating and administering the Visa card system and my Visa Account (including as necessary in dealings with Authorized Users) and to help protect me against fraud and error. For all these purposes, you are also permitted to collect information about me from any credit reporting agencies and to report my payment history to credit reporting agencies who may then share it with others. You may collect, use and disclose my personal information to operate, service, collect upon, process and maintain my Visa Account or as permitted or required by law, including disclosing my personal information to your assignees, service providers and business partners including Visa Canada Association and its affiliates and in connection with any rewards program or other benefits, promotions or offers of products and services which may be offered as a feature of the Card, in order to make them available to me. You may from time to time provide merchants with the billing address of my Visa Account for verification purposes. To

the extent permitted by applicable law, you are not liable to me or any third party in connection with any permitted access of your personal information by a third party. You may obtain credit reports about me from time to time. A copy of the Vancity Privacy Code is available online at vancity.com, at any Vancity branch or by calling 604.877.7000 or 1.888.Vancity (826.2489). A copy of the Citizens Bank Privacy Code is available online at citizensbank.ca. This Section 23 will survive the termination of this Cardholder Agreement.

## 24. termination of agreement or suspension of account

I may terminate this Agreement at any time by telling you in writing or by calling you.

You may terminate or suspend this Agreement at any time without prior notice and without liability to me or any other person, including if my Visa Account is not in Good Standing, if I am in default in respect of any other loan arrangement I may have with you, or if you receive information about me which leads you to believe that I may be unable to repay the Indebtedness or for any other reason.

Upon notice of termination, all Cards will be cancelled and I will not make any further Transactions; however the actual termination of this Cardholder Agreement will not take effect until any remaining Outstanding Balance is paid in full.

If the Visa Account is not in Good Standing, it may also impact the interest rate or Credit Limit on the Visa Account, result in the Issuer suspending my ability to use a Card or access the Visa Account, or result in my losing the benefit of any Promotional Offers or other benefits such as My Visa Rewards Points.

If the Visa Account is not in Good Standing, or if this Agreement or access to my Visa Account has been terminated or suspended, you may do any or all of the following without prior notice:

- (a) refuse to honour any Convenience Cheque or Balance Transfer (whether made before or after such termination or suspension);
- (b) require that the Balance Outstanding be paid immediately;
- (c) debit any Issuer's banking account I have with you and apply the funds against the Balance Outstanding;
- (d) require that I return all Cards and unused Convenience Cheques to you; or
- (e) take possession of all Cards and unused Convenience Cheques.

I understand that the Cards are your property. If this Agreement or access to the Visa Account is suspended or terminated, I will continue to be liable for the Balance Outstanding and I am responsible for returning the Cards and any unused Convenience Cheques to you. If a Card or Convenience Cheque is used after this Agreement or access to the Visa Account is suspended or terminated, I will continue to be liable for the Balance Outstanding even though the Agreement or access to the Visa Account is suspended or terminated. If this Agreement is terminated, I will destroy my Card immediately by cutting it in half through the chip and across the black strip.

I will pay to you all costs, legal fees and expenses (to the fullest extent permitted by law) incurred by you to recover the Balance Outstanding, take possession of a Card, and realize on or protect any security interest I may have granted to you.

## 25. assignment

You may transfer, sell or otherwise assign your rights and obligations under this Agreement without notice to me. If you do so, you may disclose my personal information and information concerning my Visa Account to prospective purchasers, transferees or assignees. In any such case, you will ensure that such persons are bound to respect my privacy rights in the same way that you are. My Visa Account is not transferable or assignable by me.

## 26. promotional offers

From time to time, you may make a Promotional Offer to me which may include the ability to skip or defer payment(s), temporarily lower interest rates for certain portions of my Balance Outstanding, or contain other financing benefits. A Promotional Offer may be for a limited period of time and may have additional terms and conditions that temporarily supplement or override the terms and conditions in this Agreement. If I take any action which indicates that I am participating in a Promotional Offer, I will be bound by the terms and conditions applicable to that Promotional Offer for so long as they are in effect. Once the Promotional Offer ends, all terms and conditions of this Agreement will continue to apply, including those related to interest and payments. In the event I fail to comply with any of the terms of this Agreement, I may lose the promotional rate of interest and the Regular Rate may be charged.

## 27. recording phone calls

I acknowledge that you may record some or all of my calls with you to ensure accuracy, security and service quality.

## 28. contributions

### (a) Vancity enviroFund™

When I use my Vancity enviro Classic, enviro Gold, or enviro ExpenseGold Cards (the “enviro Credit Cards”) to make Transactions, I support numerous local environmental projects, as a minimum of 5% of Vancity’s profits from the enviro Credit Cards are donated to the Vancity enviroFund initiative each year. Holders of the enviro Credit Cards have the chance to decide how the funds from the Vancity enviroFund initiative will be spent. Each spring, I can vote for the environmental issues that are most important to me. After the votes are tallied, community groups will be invited to submit proposals for projects addressing the top three issues identified. The best of these projects will get awards from the Vancity enviroFund initiative.

### (b) Shared Interest Fund

Citizens Bank will donate \$0.10 to the Shared Interest Fund each time Shared Interest Visa cardholders make a purchase.

### (c) Oxfam Canada

Citizens Bank will donate \$0.10 to Oxfam Canada each time Oxfam Canada Visa cardholders make a purchase.

### (d) Amnesty International

Citizens Bank will donate \$0.10 to Amnesty International each time Amnesty International Visa cardholders make a purchase.

## 29. contacting us

For general inquiries, if a Card is lost or stolen, or if I suspect it is lost or stolen, I will call the 24-hour Visa Centre at 604.877.4999 or 1.800.611.8472 without delay. I can call the Visa Centre collect if I am calling from outside of Canada and the U.S.A. at 604.708.7810. You may take whatever steps you consider necessary in order to recover the Card including reporting the lost or stolen Card to the appropriate authorities to facilitate its recovery.

General inquiries may also be made in writing to the Issuer via secured email through [myvisaaccount.com](mailto:myvisaaccount.com) or by mail to:

Vancity / Citizens Bank  
PO Box 8000, Station Terminal,  
Vancouver, BC V6B 4E2.

If you have a complaint about any obligation of Citizens Bank under a consumer provision of the Bank Act, you may contact us or file a written complaint with the Financial Consumer Agency of Canada (FCAC) at:

Financial Consumer Agency of Canada  
Enterprise Building  
427 Laurier Avenue West, 6th Floor  
Ottawa, ON K1R 1B9  
Telephone: 1.866.461.3222 (en français 1.866.461.2232)  
Website: [fcac-acfc.gc.ca](http://fcac-acfc.gc.ca)

Citizen Bank’s dispute resolution process can be found online at: [citizensbank.ca/Personal/AboutUs/ContactUs/ComplimentsComplaints/](http://citizensbank.ca/Personal/AboutUs/ContactUs/ComplimentsComplaints/)

## 30. miscellaneous

This Cardholder Agreement will be governed in accordance with the laws of British Columbia and the federal laws of Canada that are applicable to it. The courts of British Columbia will have exclusive jurisdiction over any disputes arising in connection with this Cardholder Agreement or a Visa Account. The term “including” means “including without limitation”. If any court finds any part of this Agreement to be invalid or unenforceable, this will not affect the remainder of this Agreement. If you fail to or delay in exercising any remedy or rights you have against me, this will not be considered a waiver of such remedy or right.

# Vancity

citizensbank   
of canada

\*Visa Int./Vancity and Citizens Bank of Canada, Licensed Users.

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