

AGREEMENT ON THE USE OF THE DEBIT CARD

The cardholder agrees to be bound by this agreement in consideration for being granted the benefit of performing transactions at the terminals with his or her debit card and personal identification number.

1. INTERPRETATION

1.1 Definitions

In this agreement:

«Account»	means any of the various accounts offered by the Caisse to its members from time to time, including savings accounts and chequing accounts.
«Caisse»	means the Caisse which issued the cardholder's card.
«Card»	means the debit card issued to the cardholder.
«Folio»	means the group of accounts of a member which bear the same basic identification number.
«Terminal»	means an automated teller machine, point of sale terminal or any other terminal accessible by member cardholders.
«Transaction»	means all transactions made at a terminal, unless the context otherwise requires, and includes deposits, withdrawals or transfers of money at an automated teller machine or payment for goods and services at a point of sale terminal.
«PIN»	means the personal identification number.

1.2 Application of the agreement

This agreement applies to all transactions carried out with the card.

1.3 Supplement to other agreements

This agreement completes without amending the other agreements and rules applicable to the operation of the folio.

1.4 Replacement of previous cardholder agreements

This agreement revokes and replaces any previous cardholder agreement.

2. USE OF THE CARD AND THE PIN

2.1 Purpose and use of the card and the PIN

When the card is used in conjunction with the PIN, it confirms the cardholder's identity and permits him or her to perform transactions at a terminal. The card is not a credit card and does not allow the cardholder to overdraw his or her folio accounts or allow him or her additional credit, unless expressly agreed to otherwise by the parties.

2.2 Card security

The cardholder shall safeguard his or her card and ensure he or she has sole use of his or her card.

2.3 PIN confidentiality

The cardholder undertakes not to disclose his or her PIN and to keep it separate from his or her card.

2.4 PIN change

The cardholder may have his or her PIN changed on reasonable grounds.

2.5 Ownership of the card

The card remains the property of the Caisse. In the event this agreement is revoked under subsection 8.1, any Caisse employee may take immediate possession of the card. In the event this agreement is cancelled under subsection 8.2, the cardholder undertakes to destroy his or her card or remit it to the Caisse upon request.

3. CARDHOLDER'S OBLIGATIONS WITH RESPECT TO DEBITS

The cardholder is liable to the Caisse for amounts debited from the accounts in his or her folio as a result of transactions conducted with his or her card. In case of loss, theft or other unauthorized use of his or her card, he or she remains liable for the amounts in question until the Caisse has received written notification of the unauthorized use of his or her card from him or her.

4. TRANSACTIONS

4.1 Transaction request

Any transaction conducted using the card carries with it the same legal effect as a transaction made by a written request signed by the cardholder.

4.2 Debit or credit authorization

The cardholder authorizes the Caisse to debit or credit the folio accounts, pursuant to standard practices which apply to such transactions, for the amount of the transaction in accordance with the information entered into the terminal at the time the transaction is conducted.

4.3 Service charges

The member agrees to pay for each transaction such service charges as are set by the Caisse from time to time and the Caisse may debit such charges to the appropriate accounts of the member.

4.4 Joint folios

In the event the card accesses a joint folio, each cardholder of this folio:

- is bound jointly and severally by this agreement;
- has his or her own PIN;
- shall not disclose his or her PIN to the other folio cardholders;
- may not change the PIN of the other folio cardholders.

4.5 Transaction verification

Information pertaining to transactions conducted with the card are subject to verification and approval by the Caisse before being finalized. Transaction records are issued for information purposes only and to assist the cardholder in keeping his or her records current.

4.6 Limitations

The Caisse may set limitations on the use of the card and it may program the terminals accordingly.

5. SETTLEMENT OF DISPUTES

If the cardholder wishes to dispute an action taken by the Caisse under this agreement, he or she must lodge a complaint within 30 days of the said action with a representative of the Caisse responsible for reviewing complaints of this nature. The representative shall make a decision as soon as possible and should the cardholder be of the opinion that such decision has prejudiced him or her, he or she has 10 days after being informed of the decision to appeal it to the management officer of the Caisse who is responsible for such appeals.

6. LIABILITY LIMITATIONS

The cardholder agrees that any use of his or her card is completely at his or her own risk and peril. He or she acknowledges in particular that the Caisse waives all liability with respect to the following:

- cash, cheques and other negotiable instruments that the cardholder deposits in the terminal until they are verified by the Caisse;
- the defective operation or inoperation of the terminal, whether or not it results from a labour dispute;
- accidents, assaults, theft, losses or damages sustained and incurred by the cardholder when in the vicinity of a terminal, whether or not this incident takes place while the cardholder is using the terminal and whether or not the terminal is located on Caisse property.

7. AMENDMENTS

The Caisse reserves the right to amend this agreement in full or in part by sending the cardholder written notice to this effect at his or her last known address. Use of the card after five (5) working days from the sending of the notice of amendment is deemed to be acceptance of the amended version of this agreement from the effective date indicated in the said notice.

8. CANCELLATION

8.1 Cardholder default

The Caisse may revoke this agreement without advance notice should the cardholder breach one of its provisions.

8.2 Notice of cancellation

The Caisse or the cardholder may cancel this agreement by giving the other party 30 days advance written notice. Any notice of cancellation issued by the Caisse is sent to the cardholder's last known address.

NOTE: IN CASE OF DIFFICULTY WITH THE USE OF THE CARD OR THE PIN, PLEASE CONTACT YOUR CAISSE.

FRANÇAIS AU VERSO