



GENERAL INFORMATION

Credit Union Name (the "Credit Union") and Address

MEMBERSHIP/ACCOUNT NUMBER

Applicant(s) (the "Depositor")

Primary Applicant:

IDENTIFICATION (two pieces, preferably picture)

Additional Applicant(s):

IDENTIFICATION (two pieces, preferably picture)

MEMBER CARD® APPLICATION (This section must be signed by every person authorized to sign on any account that will be accessed using a Debit Card. "Both/all to sign" or "any two/three, etc. to sign" accounts cannot be accessed using a Debit Card.)

The Depositor hereby:

- 1. applies to the Credit Union for a Member Card® electronic transmission card (a "Debit Card"), including renewals and replacements thereof from time to time at the discretion of the Credit Union;
2. confirms that all of the information in this application is true and correct;
3. agrees to be bound by the terms and conditions of the Member Card® Agreement set out below and on the following pages;
4. authorizes the issue of a Debit Card, including renewals and replacements thereof from time to time to:
5. agrees, if more than one person constitutes the Depositor, to be jointly and severally bound by the Member Card® Agreement set out below and on the following pages, and to be jointly and severally liable to the Credit Union for all obligations, debts, and liabilities incurred through the use of each Debit Card and renewals and replacements thereof issued under this application; and
6. agrees that the Credit Union, its agents and representatives, may obtain records containing credit information about the Depositor from any person or source from time to time, including other financial institutions and credit reporting agencies.

Primary Applicant Additional Applicant(s)

X

X

Applicant Signature

Date

Applicant Signature

Date

Approved: X

Authorized Credit Union Signatory

Date

MEMBER CARD® AGREEMENT

In consideration of the Credit Union providing me with the use of a credit union electronic transaction card (the "Debit Card") in connection with my accounts under the Membership/Account Number referred to above (the "Account"), a Personal Identification Number ("PIN") for use with the Debit Card, and the right to use the Debit Card for such purposes as may be authorized by the Credit Union from time to time, I agree as follows:

- 1. Nature and Purpose of the Debit Card - I will use the Debit Card only for the purpose of obtaining such services as may be offered to me by the Credit Union from time to time. The Credit Union may from time to time add to or delete from the types of use that are permitted, and the issue of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or will be available at any time in the future. This agreement, and the fact that I have use of a Debit Card, does not give me any credit privileges or any entitlement to overdraw my Account, except as provided by separate agreement with the Credit Union. I authorize and direct the Credit Union to credit or debit my Account for all withdrawals, payments, transfers, and deposits effected through the use of the Debit Card in accordance with the Credit Union's usual practice.
2. Confidentiality of PIN - I will not select an obvious combination of digits for my PIN (e.g. my name, address, telephone number, birthdate, or Social Insurance No.). I will maintain the confidentiality of the PIN and will under no circumstances disclose it to any other person. I will not keep a physical record of the PIN, unless the 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.
3. Withdrawals and Deposits - I acknowledge that amounts credited to my Account as a result of deposits using the Debit Card may, at the Credit Union's option, not be made available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured and collected. Any deposit made on any day during which the Credit Union is not open for business or at any time during which the Credit Union is not open for business may be credited to my Account on the next business day of the Credit Union. Withdrawals or transfers effected by the use of the Debit Card will be debited to my Account as of the time they are made. I will not deposit any coins, nonnegotiable items, or anything not acceptable for deposit to my Account into any automated teller machine, and will pay to the Credit Union any damages, costs, or losses suffered by the Credit Union as a result of any such deposit.

I agree to pay the Credit Union and authorize and direct the Credit Union to debit the Account for the amount of all items deposited that are uncollected or dishonoured and for which I have received credit or cash, and the amount of any cash received by or credited to me for which the Credit Union is requested to debit my Account if there are not sufficient funds in my Account.

I will not effect any transaction through the Debit Card that would result in a negative balance in my Account unless I have entered into a separate agreement with the Credit Union that permits that transaction and I will indemnify the Credit Union against all liability and loss arising from such transactions.

4. **Liability for Use of Card** – I will be liable for all authorized use of the Debit Card by any person and, except as specifically set out in this agreement, I will be liable for all unauthorized use of the Debit Card by any person prior to the expiry or cancellation of the Debit Card. I acknowledge this includes liability for funds accessible through a line of credit or overdraft protection. 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.

The Credit Union will have the discretion to relieve me from liability for unauthorized use in a case where I have inadvertently contributed to the unauthorized use, and I cooperate in an investigation and proceeding leading to a finding of liability on the part of a third person.

The 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.

Except for direct losses in the event of alteration of my Account balance due to technical problems, card issuer errors or system malfunctions, the Credit Union will not be liable for any loss, damage or injury arising from my use of automated teller machines or point-of-sale terminals or from any mechanical or operational failure of any such devices, and I release the Credit Union from liability for any such loss, damage or injury.

I understand that I must not use my Debit Card and PIN for any unlawful purpose, including the purchase of any goods or services prohibited by local law applicable in my jurisdiction.

5. **Lost or Stolen Card** – If I suspect or become aware that the Debit Card is lost or stolen, or that the PIN has been made accessible to another person, I will notify the Credit Union or its agent immediately, in person or by telephone. Notification is only made when I speak directly to an employee of the Credit Union or its agent. Upon notification, the Credit Union will immediately cancel the Debit Card and my liability for further use of the Debit Card will terminate.
6. **Dispute Resolution** - In the event of a problem with a Debit Card transaction, other than a matter related to goods or services provided by Merchants, I will first try to reach a solution with the Credit Union, and the Credit Union will not unreasonably restrict me from the use of any funds subject to dispute. If I am not satisfied, the problem will be referred for mediation to a credit union system dispute resolution service, or if no such service is available, to an external mediator as agreed between me and the Credit Union. Neither the Credit Union nor I will have the right to start court action until thirty days have passed since the problem was first raised with the 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 defence or claim against the Credit Union.

7. **Fees** – I will pay the service charges, as established by the Credit Union from time to time, for services available under this agreement, and I authorize and direct the Credit Union to debit my Account for such charges. New or amended fees will only become effective 30 days after publication by the Credit Union.
8. **Foreign Currency Transactions** – If the Debit Card is used in connection with a transaction in foreign currency, I understand that the rate of conversion into Canadian Currency will be fixed according to the rules of the electronic network through which the transaction is deducted.
9. **Evidence of Transactions** – A paper Transaction Record dispensed mechanically as a result of the use of 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 the periodic statement or passbook entries itemizing transactions. In the absence of evidence to the contrary, the records of the Credit Union are conclusive for all purposes, including litigation, in respect of any instructions given by me to the 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 the Credit Union in respect of any electronic transaction.
10. **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.
11. **Termination of Agreement** – The Credit Union remains the owner of the Debit Card and 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 the Credit Union upon request, upon my ceasing to be a member of the Credit Union, or upon termination of this agreement. If I use the Debit Card after the agreement is terminated, I am liable for all transactions, even though the agreement was terminated. I will pay all legal fees and expenses (on a solicitor and client basis) incurred by the Credit Union in taking possession of the Debit Card. My insolvency, bankruptcy, or death shall constitute an automatic revocation of the privileges associated with the Debit Card and PIN and the Credit Union may capture and retain the Debit Card.
12. **Code of Practice** – This agreement is drafted with due regard to the Canadian Code of Practice for Consumer Debit Card Payment Services, a copy of which is available from the Credit Union on request.
13. **Cardholder Privacy** – I acknowledge that the Credit Union has a policy to protect my privacy and that I may obtain particulars upon request. I hereby consent to use and disclosure of my personal information by the Credit Union and its affiliates to monitor use of financial services, to develop new products and services, and to offer me additional services in which I may be interested. If I have given or hereafter give express consent to the collection, use and disclosure of my personal information by the Credit Union in a form and content that is more permissive than the consent

provided herein, that other form of consent shall govern our relationship.

14. **Interpretation and Definitions** – This agreement is intended to be interpreted in accordance with its plain English meaning. Except where otherwise indicated, capitalized terms are used in accordance with the definitions set out in the Canadian Code of Practice for Consumer Debit Card Payment Services.

For the purposes of this agreement, "Point-of-Sale Transaction" means the use of the Debit Card and the PIN for such of the following purposes as may be permitted from time to time by the Credit Union:

- 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, and
- c) the transfer of funds into my Account from an account of a Merchant (e.g. a refund).

15. **Receipt of Copy of Agreement** – I acknowledge receipt of a true copy of this Agreement.

16. **Renewals** – I acknowledge the Credit Union will be issuing renewals and replacements of the Debit Card from time to time. I agree that all terms and conditions of this agreement, as changed from time to time, apply to such renewals and replacements of the Debit Card and that references to the Debit Card in this agreement include all renewals and replacements thereof.

17. **Modification of Agreement** – The terms and conditions of this agreement may be changed by the Credit Union at any time and from time to time. The Credit Union will inform me that changes have been made and where I may obtain a copy of the changes or the revised agreement by mailing me a notice, by posting a notice at the Credit Union's premises, or by any other means the Credit Union considers appropriate. If I continue to use the Debit Card, I will be deemed to have accepted the changes.

18. **Joint Cardholders** – Where more than one person signs the application for the Debit Card, each of us agrees that we are jointly and severally liable to the Credit Union for all obligations, debts, and liabilities incurred under this agreement.