

MEMBER CARD DEBIT CARD/PERSONAL IDENTIFICATION NUMBER AGREEMENT

ACCOUNT NO.:

MEMBER CARD DEBIT CARD BRANCH INFORMATION:

Account No. _____

Branch _____

Cardholder Name _____

Card No. _____

E-Mail _____

Cardholder Address _____

City _____

Province _____

Postal Code _____

CARD STATUS: *

(FOR CREDIT UNION USE ONLY) COMPLETE ALL APPLICABLE SPACES*

New Card _____

Replacement Card _____

New PIN _____

UJ Number (if applicable): _____

Entered By: _____ Verified By: _____

*Some items may not be applicable in your Province.

MEMBER CARD DEBIT CARD INDEMNIFICATION AGREEMENT: *

I acknowledge that the provision of a Debit Card and Personal Identification Number ("PIN") to the above Member is a benefit to me, and in consideration of the Credit Union having so provided a Debit Card and PIN at my request, I promise to indemnify the Credit Union for all Liability of the Cardholder to the Credit Union outstanding from time to time under this Agreement.

I agree that the Credit Union shall be at liberty to act as though I were the holder of the Debit Card and the owner of the PIN and may treat me as the person primarily liable under this Agreement. I expressly waive any and all rights I might otherwise have as surety, either at law or in equity.

RECEIPT OF COPY OF AGREEMENT

I acknowledge the receipt of a true copy of this agreement signed by me upon initiation of PIN-based Debit Card service and acknowledge further that this agreement does not require signature by the Credit Union to be effective and binding on both parties. I also agree to keep a copy of this agreement for my own records.

Print Name of Indemnitor _____

Signature of Indemnitor _____

Date _____

Print Name of Witness _____

Signature of Witness _____

Date _____

*An Indemnitor is a person who agrees to the terms and conditions of the Agreement on the Applicant's behalf. Only required in certain cases.

THE AGREEMENT:

In consideration of _____ CREDIT UNION LIMITED (hereinafter called the "Credit Union") providing me with the use of a credit union electronic transaction card (the "Debit Card"), 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 my credit union from time to time, I agree to the conditions of the Debit Card/Personal Identification Number Agreement (the "Agreement") printed on the reverse of this page.

Print Name of Witness _____

Print Name of Applicant _____

Signature of Witness _____

Signature of Applicant _____

Date _____

Date _____

Note: Since each Debit Card is personal to each individual member, where more than one Debit Card is issued to be used in connection with a Joint Account, each account holder must sign a separate MEMBER CARD Debit Card/Personal Identification Number Agreement Form #012065. (More than one Debit Card can only be issued if any of the account holders, acting alone, may authorize debit transactions.)

NATURE AND PURPOSE OF THE DEBIT CARD

I will use the Debit Card only for the purpose of obtaining such services as are agreed upon between me and my credit union. On thirty days written notice, my credit union may add to or delete from the types of use that are permitted, and 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.

CONFIDENTIALITY AND PERSONAL IDENTIFICATION NUMBER (PIN)

I will not select an obvious combination of digits for my PIN (e.g., address, 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 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.

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 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, non-negotiable items or anything not acceptable for deposit to my Account into any automated teller machine, and will pay to my credit union any damages, costs or losses suffered by my credit union as a result of any such deposit.

CONSEQUENCES OF A BREACH OF CARD SECURITY

Once I have requested and first used the Debit Card service, 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.

My credit union will have the discretion to relieve me from liability for unauthorized use of my Debit Card either through no fault of my own or in a case where I have inadvertently contributed to the unauthorized use of my Debit Card, and I will co-operate in an investigation.

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 and PIN for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in my jurisdiction.

LOST OR STOLEN CARD, OR COMPROMISED PIN

If I become aware that the Debit Card is lost or stolen, or that the PIN has been made accessible to another person, I will notify my credit union or its agent immediately, whereupon my credit union will cancel the Debit Card. The instant such notice is actually 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 will terminate, and I will be entitled to recover from my credit union any further losses suffered by me through the use of the Debit Card.

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, provided that 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 provided that on the balance of probabilities it is shown 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. 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.

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 not satisfied, the issue will be referred to either a credit union system dispute resolution service or external mediator, as agreed 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.

FEES

I acknowledge having been advised of, and will pay, the applicable fees now in effect for services available under this agreement. New or amended fees will only become effective 30 days after publication by my credit union.

FOREIGN CURRENCY TRANSACTION

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 conducted.

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 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.

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.

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 upon request.

CARDHOLDER PRIVACY

I acknowledge that my credit union has policies to protect my privacy and that I may obtain particulars upon request. I hereby consent to use of my personal information by my credit union and its affiliates to monitor use of financial services, in order 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 anytime by contacting the credit union's Privacy Officer.

CODE OF PRACTICE

I understand that the credit union system, in concert with the banking industry, has endorsed the voluntary *Canadian Code of Practice for Consumer Debit Card Services*, a copy of which is available from my credit union on request and credit unions will be guided by the principles of the Code in administering the operation of Debit Card matters.

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 Services*.

For the purposes of this agreement, Point -of- Sale Transaction means the use of the Card and its associated PIN for such of the following purposes as may be permitted from time to time by my 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, or (c) the transfer of funds into my Account from an Account of a Merchant (e.g. a refund).

RECEIPT OF COPY OF AGREEMENT

I acknowledge the receipt of a true copy of this agreement or a previous version thereof signed by me upon initiation of PIN based Debit Card service and that this agreement does not require signature by my credit union. I acknowledge that this agreement may be amended unilaterally by my credit union upon thirty (30) days' written notice to me, and until the agreement is terminated, the use or continued use of the card by me shall be conclusively deemed to be the acceptance by me of any amendments to this agreement. I also agree to keep this copy of this agreement for my own records.