

1. Purpose of the Debit Card

I will use the debit payment card issued to me by UCU (the "Debit Card" or "UCU Debit Card") only for the purpose of obtaining services as agreed upon between me and UCU. On thirty (30) days written notice, UCU 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 UCU (for example, governing overdraft protection, a line of credit, or other products or services linked to the Account associated with Debit Card). All references to "Debit Card" in this Agreement include virtual Debit Card(s) registered for use with the Mobile Payment Service.

2. Confidentiality, Personal Identification Number (PIN), and Passcode

My personal identification number ("PIN") is a secret and confidential number that enables me to use the Debit Card to access my Account. I will not select an obvious combination of digits for my new PIN (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number) and will protect and maintain the confidentiality of my PIN and safeguard by PIN against loss, theft, or misuse at all times. I will never, under any circumstances, disclose the PIN to any other person or 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.

3. Contactless Debit Payments

I acknowledge the Debit Card may include contactless payment functionality. This contactless payment service allows me to perform a Transaction using the 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 the Debit Card, I can contact the UCU Contact Centre and request to have the functionality disabled.

4. Withdrawals and Deposits

Unless I have made other arrangements with UCU, 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 through mobile deposit, and will pay to UCU any damages, costs or losses suffered by UCU 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 UCU any direct losses I may have suffered. I acknowledge

that I will co-operate with UCU in any investigation. I will not be held responsible for losses that occur due to circumstances beyond my control, such as (a) technical problems, UCU errors and other system malfunctions; (b) unauthorized use of the Debit Card where UCU is responsible for preventing such use after: (i) I have reported the Debit Card lost or stolen; (ii) the Debit Card is cancelled or expired; or (iii) I have reported that the PIN may be known to someone other than myself; or (c) unauthorized use, where I have unintentionally contributed to such use, provided I co-operate in any subsequent investigation. In all other cases, where I have contributed to unauthorized use, I will be liable for the resulting loss. UCU 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 or eCommerce transaction (purchase using mobile device or computer). I understand that I must not use the 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 has been compromised or made accessible to another person, I will notify UCU immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended, or the PIN changed. The instant such notice is acknowledged received or when UCU 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 UCU 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 the UCU Contact Centre and UCU will investigate and respond to the issue on a timely basis. UCU 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. UCU 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 UCU requires me to provide a written statement or affidavit to aid its investigation.

8. Dispute Resolution

If I am not satisfied with UCU's response, UCU will provide me, upon request, with 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 UCU. Neither UCU nor I will have the right to start court action until 30 days

have passed since the issue was first raised with UCU. 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 UCU with respect to a Merchant's delivery or failure to deliver goods or services.

9. Service Fees

I acknowledge that I have been advised of, and will pay, the applicable service fees disclosed by UCU and in effect for services available under this Agreement. New or amended fees will only become effective 30 days after publication by UCU. I will pay the service charges of any other financial institution that are imposed as a result of any services available under this Agreement that I may use.

10. Foreign Currency Transactions

I acknowledge and understand that when I conduct transactions using the Debit Card in person or online, or using 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 UCU receives may ask UCU to pay a stipulated amount in U.S. dollars ("USD"), regardless of the original currency of my transaction. The transaction amount between UCU 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 UCU (each, a "Third Party"). Foreign currency conversions completed by Third Parties occur at rates that UCU 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 UCU 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 UCU. The amount charged to my Account will be the CAD value of the instruction received by UCU. If the transaction is conducted in a currency other than CAD, the amount charged to my Account will be the amount of the instruction received in another currency by UCU converted to CAD at UCU's selling rate 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 UCU, 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 UCU in addition to the conversion rate and fees charged by Third Parties must be disclosed by UCU 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 UCU are conclusive for all purposes, including litigation, in respect of any instructions given by me to UCU through the use of the Debit Card; the items 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 UCU in respect of any electronic transaction.

12. Statements

UCU will provide either statements or access to my transaction records with information to enable me to check Account entries. UCU will provide me with access to periodic statements containing information on all Debit Card transactions since the previous statement, including: the transaction amount, date, type (deposit, withdrawal, purchase or refund); including where possible, the identity of the terminal and name under which the machine operates, the transaction number and the identity, trade name and local address of the Debit Card acceptor. I must inform the UCU Contact Centre no later than 30 days after the Account statement date of any mistakes or missing information on the Account statement, otherwise I will be deemed to have agreed that the Account statement is correct, except for any amount UCU applied incorrectly to the Account, which UCU may reverse at any time.

13. 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.

14. Termination of Agreement

UCU 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 UCU and remove any Debit Card token(s) associated with the Mobile Payment Service upon request.

15. Cardholder Privacy

I acknowledge that UCU 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 UCU 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 UCU 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 UCU Contact Centre or my Credit Union's Privacy Officer.

16. Recurring Pre-Authorized Payment Transaction

I acknowledge and understand that if I want to set up a Recurring Pre-Authorized Payment Transaction with a Merchant, I must make those arrangements directly with the Merchant. I am responsible for giving the Merchant all information necessary to conduct Recurring Pre-Authorized Payment Transactions including advising Merchants as soon as practicable whenever the details of the Debit Card issued to me change. I agree that if I have set up a Recurring Pre-Authorized Payment Transaction with a Merchant and the number or expiry date of the Debit Card issued to me change, it is my responsibility to provide the Merchant with my updated Debit Card information. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained in this Agreement, excepting only the liability of UCU for any direct losses suffered as a result of an alteration of my Account balance due to technical problems, card issuer errors and system malfunctions, UCU is not liable if any Recurring Pre-Authorized Payment Transaction cannot be posted to my Account. If I want to stop any Recurring Pre-Authorized Payment Transaction, it is solely my responsibility to contact

the Merchant to ensure it has been discontinued, and UCU is in no way liable for any Recurring Pre-Authorized Payment Transaction or losses suffered in connection therewith that has been posted to my Account in circumstances where either I have or the Merchant has failed to act in a timely manner, or at all, to discontinue such Recurring Pre-Authorized Payment Transaction.

17. Mobile Payment Service

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

Mobile Device Security – 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.

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.

Acknowledgements – 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. I acknowledge and confirm ownership of the respective intellectual property rights by UCU, its partners and associated service providers.

18. Canadian Code of Practice for Consumer Debit Card Services and Code of Conduct for Credit and Debit Card Industry in Canada

I understand that the credit union system endorses and supports the voluntary Canadian Code of Practice for Consumer Debit Card Services as well as the Code of Conduct for the Credit and Debit Card Industry in Canada and that credit unions are guided by the principles of these Codes in administering the operation of Debit Card services. A copy of these Codes is available from UCU upon request.

19. Governing Law

I acknowledge that this Agreement is subject to the laws Ontario and Canada applicable therein.

20. Administration

I understand that UCU may monitor and enforce compliance with these terms.

21. 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 UCU, 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).

For the purposes of this Agreement, eCommerce transaction means, the use of the Debit Card or mobile device to conduct a transaction through the internet or telephone, without limiting the generality of the foregoing by any other means that is not a Point-of-Sale transaction and is conducted without the physical presentation of the Debit Card, by providing the Debit Card number, and where applicable, Card expiry date or CVV or CVC (three-digit code on the back of the Card, if applicable) to a merchant or other third party to complete the eCommerce transaction.

22. Amendments to the Agreement

This Agreement may be amended unilaterally by UCU 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 UCU's records, by UCU posting notice at its premises or on its website, by personal delivery, or by any other means UCU, acting responsibly, considers appropriate to bring the change to my attention. This Agreement together with any other written agreement governing the Account and related credit union membership ("Membership") cannot be amended or clarified by prior or subsequent discussions or negotiations that are not specifically confirmed by the Credit Union in writing as amending this Agreement or any other written agreement governing the Account or Membership.

23. CONTACTING THE CREDIT UNION AND UCU CONTACT CENTRE

Where this Agreement requires me to provide information, notice, or a report of a lost or stolen card or Mobile Device, unauthorized transaction, transaction problems, or compromised PIN to UCU, the Credit Union, or the **UCU Contact Centre**, I specifically acknowledge that I must do so by **CALLING 1-800-461-0777** (during regular UCU Contact Centre business hours) or **CALLING 1-888-277-1043** (available 24 hours a day, 7 days per week). Providing information, notice or report of a lost or stolen card or Mobile Device, compromised PIN, unauthorized transaction, or transaction problems CANNOT be done by email; text, chat, or instant message; calling or otherwise corresponding with a branch of the Credit Union; or through an ATM/ABM; *provided, however,* that the Credit Union will take action on such report without delay when reported at a branch of the Credit Union during a live in-person interaction during the regular business hours of the branch or through the Credit Union's Interactive Teller Machine (ITM) during a live video interaction during the regular business hours for ITM services.

24. Receipt of Copy of Agreement

I acknowledge the receipt of a true copy of this Agreement or a previous version provided to me upon initiation of the PIN based Debit Card service or Mobile Payment Service and that this Agreement does not require signature by UCU. My use or activation of the Debit Card or PIN constitutes my acceptance of this Agreement. 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 UCU.

Signature _____

Cardholder Name _____

Date: _____

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

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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 the UCU Contact Centre and UCU will investigate and respond to the issue on a timely basis. UCU 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. UCU 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 UCU requires me to provide a written statement or affidavit to aid its investigation.

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have passed since the issue was first raised with UCU. 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 UCU with respect to a Merchant's delivery or failure to deliver goods or services.

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UCU will provide either statements or access to my transaction records with information to enable me to check Account entries. UCU will provide me with access to periodic statements containing information on all Debit Card transactions since the previous statement, including: the transaction amount, date, type (deposit, withdrawal, purchase or refund); including where possible, the identity of the terminal and name under which the machine operates, the transaction number and the identity, trade name and local address of the Debit Card acceptor. I must inform the UCU Contact Centre no later than 30 days after the Account statement date of any mistakes or missing information on the Account statement, otherwise I will be deemed to have agreed that the Account statement is correct, except for any amount UCU applied incorrectly to the Account, which UCU may reverse at any time.

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15. Cardholder Privacy

I acknowledge that UCU 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 UCU 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 UCU 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 UCU Contact Centre or my Credit Union's Privacy Officer.

16. Recurring Pre-Authorized Payment Transaction

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the Merchant to ensure it has been discontinued, and UCU is in no way liable for any Recurring Pre-Authorized Payment Transaction or losses suffered in connection therewith that has been posted to my Account in circumstances where either I have or the Merchant has failed to act in a timely manner, or at all, to discontinue such Recurring Pre-Authorized Payment Transaction.

17. Mobile Payment Service

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

Mobile Device Security – 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.

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.

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I understand that the credit union system endorses and supports the voluntary Canadian Code of Practice for Consumer Debit Card Services as well as the Code of Conduct for the Credit and Debit Card Industry in Canada and that credit unions are guided by the principles of these Codes in administering the operation of Debit Card services. A copy of these Codes is available from UCU upon request.

19. Governing Law

I acknowledge that this Agreement is subject to the laws Ontario and Canada applicable therein.

20. Administration

I understand that UCU may monitor and enforce compliance with these terms.

21. 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 UCU, 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).

For the purposes of this Agreement, eCommerce transaction means, the use of the Debit Card or mobile device to conduct a transaction through the internet or telephone, without limiting the generality of the foregoing by any other means that is not a Point-of-Sale transaction and is conducted without the physical presentation of the Debit Card, by providing the Debit Card number, and where applicable, Card expiry date or CVV or CVC (three-digit code on the back of the Card, if applicable) to a merchant or other third party to complete the eCommerce transaction.

22. Amendments to the Agreement

This Agreement may be amended unilaterally by UCU 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 UCU's records, by UCU posting notice at its premises or on its website, by personal delivery, or by any other means UCU, acting responsibly, considers appropriate to bring the change to my attention. This Agreement together with any other written agreement governing the Account and related credit union membership ("Membership") cannot be amended or clarified by prior or subsequent discussions or negotiations that are not specifically confirmed by the Credit Union in writing as amending this Agreement or any other written agreement governing the Account or Membership.

23. CONTACTING THE CREDIT UNION AND UCU CONTACT CENTRE

Where this Agreement requires me to provide information, notice, or a report of a lost or stolen card or Mobile Device, unauthorized transaction, transaction problems, or compromised PIN to UCU, the Credit Union, or the **UCU Contact Centre**, I specifically acknowledge that I must do so by **CALLING 1-800-461-0777** (during regular UCU Contact Centre business hours) or **CALLING 1-888-277-1043** (available 24 hours a day, 7 days per week). Providing information, notice or report of a lost or stolen card or Mobile Device, compromised PIN, unauthorized transaction, or transaction problems CANNOT be done by email; text, chat, or instant message; calling or otherwise corresponding with a branch of the Credit Union; or through an ATM/ABM; *provided, however,* that the Credit Union will take action on such report without delay when reported at a branch of the Credit Union during a live in-person interaction during the regular business hours of the branch or through the Credit Union's Interactive Teller Machine (ITM) during a live video interaction during the regular business hours for ITM services.

24. Receipt of Copy of Agreement

I acknowledge the receipt of a true copy of this Agreement or a previous version provided to me upon initiation of the PIN based Debit Card service or Mobile Payment Service and that this Agreement does not require signature by UCU. My use or activation of the Debit Card or PIN constitutes my acceptance of this Agreement. 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 UCU.