

# Vancity enviro Gold™ Credit Card Agreement (for Personal Use)

## Table of Contents

1. INTRODUCTION .....	2
2. DEFINITIONS YOU NEED TO KNOW.....	2
3. TAKING CARE OF YOUR VISA* CARD AND VISA ACCOUNT .....	4
4. HOW YOU MAY USE AND NOT USE YOUR VISA CARD AND VISA ACCOUNT .....	4
A. Different Types of Transactions .....	4
B. Purchases .....	5
C. Cash Advances .....	6
D. Pre-Authorized Payments .....	6
E. Special Card Features and Vancity Rewards™ .....	7
F. Promotional Offers.....	7
G. Illegal Transactions and Fraud .....	8
5. YOUR STATEMENTS .....	8
6. COSTS TO YOU FOR USING YOUR VISA ACCOUNT – INTEREST AND FEES.....	8
A. How We Calculate and Charge Interest .....	8
B. Fees Other Than Interest.....	10
7. MAKING PAYMENTS ON YOUR VISA ACCOUNT .....	12
A. Your Minimum Payment.....	13
B. If You Pay More Than Your Outstanding Balance .....	13
C. How to Make Your Payments .....	13
D. How We Apply Your Payments .....	14
8. USE OF YOUR PERSONAL INFORMATION .....	14
9. HOW WE MAY CANCEL OR MAKE CHANGES TO THIS AGREEMENT .....	15
A. Cancellation of the Visa Account and this Agreement .....	15
B. Changes to this Agreement .....	16
C. Transferring the Visa Account and this Agreement.....	16
10. LOST OR STOLEN CARDS AND UNAUTHORIZED TRANSACTIONS .....	16
11. CONTACTING YOU .....	17
12. HOW YOU MAY CONTACT US OR MAKE A COMPLAINT.....	17
13. INTERPRETING AND ENFORCING THIS AGREEMENT .....	17

This Agreement sets out the terms on which Vancity enviro Visa Cards may be used.

## **1. Introduction**

This Agreement replaces any previous agreement we may have sent you for your Visa Card. If you activate, sign, and/or use your Visa Card or have a Balance on the Visa Account, that will mean that you agree to all of the terms of this Agreement.

The person who applied for the Visa Card is the “Primary Cardholder”. If you are the Primary Cardholder and would like to authorize other people to use your Visa Account, let us know and we will send them a Visa Card on your Visa Account. These people are called “Authorized Users”. Only the Primary Cardholder can add or remove Authorized Users. We may limit the number of Authorized Users that you can request.

This Visa Card and Visa Account are to be used primarily for personal, family or household purposes and not business purposes.

### **Primary Cardholder’s Responsibility**

Even if there are Authorized Users on the Visa Account, the Primary Cardholder is responsible for the Visa Account.

This means that the Primary Cardholder promises to pay us for all of the Transactions completed on the Visa Account (using a Visa Card). The Primary Cardholder promises to pay us for all Transactions whether they were completed by the Primary Cardholder or by one of the Authorized Users, including if an Authorized User is the person who signed a receipt, tapped a Visa Card on a card terminal, entered the PIN # into an ATM or card terminal, or made a Transaction online, over the phone, by mail order or in any other way.

The Primary Cardholder also promises to pay us for all fees and interest that we charge in relation to your Visa Account. Fees and interest are explained in Section 6 of this Agreement – “Costs to You for Using Your Visa Account” and in the Disclosure Statement.

It is the Primary Cardholder’s responsibility to ensure that he or she has the permission of each Authorized User to provide us with their personal information, and to ensure that each Authorized User receives a copy of this Agreement and any replacements or amendments to this Agreement, as well as any notices that affect the use of a Visa Card or the Visa Account.

### **Authorized User’s Responsibility**

By signing or using a Visa Card in the Authorized User’s name, the Authorized User agrees to follow the terms of this Agreement.

In addition, the Authorized User agrees to permit the collection, use and disclosure of personal information as set out in Section 8 of this Agreement – “Use of Your Personal Information”.

Authorized Users can contact us to tell us that a Visa Card has been lost or stolen or used without their authority. However, we will only take instructions about Visa Cards or the Visa Account from the Primary Cardholder.

## **2. Definitions You Need to Know**

When we say “we” or “us” in this Agreement, we mean Vancouver City Savings Credit Union.

When we say “you” or “your” in this Agreement, we mean the Primary Cardholder and any Authorized User.

Here are the definitions for some of the words that we use in this Agreement. When we use these words in the Agreement, they will be capitalized.

**Agreement** – this Vancity enviro Gold Credit Card Agreement for Personal Use and the Disclosure Statement.

**ATM** – automated teller machine where you can use your Visa Card and PIN # to withdraw cash.

**Authorized User** – someone for whom the Primary Cardholder has given permission to have a Visa Card and to make Transactions on the Primary Cardholder’s Visa Account. The name printed on a Visa Card issued to an Authorized User will be the Authorized User’s name.

**Balance** – the amount the Primary Cardholder owes us on the Visa Account for each statement period. The Balance will appear on the Primary Cardholder’s statement and on the Visa Account.

**Balance Transfer** – transferring an amount from another credit or loan product, like a credit card account, personal loan or line of credit from another Canadian financial institution, to the Visa Account by using a balance transfer form or in response to a balance transfer offer we have made available to you.

**Cash Advance** – withdrawing money from the Visa Account through an ATM, in person at a branch of another credit union, bank or other financial institution, or transferring money from the Visa Account to another Vancity account by telephone banking, online banking, mobile banking or other means, if permitted.

**Credit Limit** – the maximum amount that can be charged to the Visa Account. The initial credit limit appears in the package that accompanies the Visa Card, and the current Credit Limit appears on each of the Primary Cardholder’s statements. The current Credit Limit also appears on the Visa Account accessible to the Primary Cardholder and, if an Authorized User does not have an individual card limit, on the Visa Account accessible to an Authorizer User.

**Disclosure Statement** – the document that we provide to you with the Visa Card that discloses information about the Visa Card and the Visa Account, additional to what is in the Vancity Credit Card Agreement, including interest rates and fees. The Disclosure Statement is part of this Agreement.

**Merchant** – any kind of organization to which you might make a payment, like a retailer of goods or a service provider, including organizations you deal with in person, online, over the phone, by mail, or in any other way.

**Minimum Payment** – the minimum amount the Primary Cardholder must pay by the Payment Due Date every statement period. The amount of the Minimum Payment will appear on the Primary Cardholder’s statement and on the Visa Account.**Payment Due Date** – the date by which we must receive at least the Minimum Payment every statement period. The Payment Due Date will appear on the Primary Cardholder’s statement and on the Visa Account.

**PIN #** – the personal identification number provided by us or selected by you to use with your Visa Card at ATMs or card terminals.

**Primary Cardholder** – the person who applied for the Visa Card and whose name is on the Visa Account.

**Purchase** – a purchase of goods or services from a Merchant using your Visa Card. Purchases include a transaction to purchase items that are similar to and can be converted into cash, such as a money orders, wire transfers, travellers’ cheques, cryptocurrencies, casino gaming chips and gaming transactions (known as “cash-like transactions” under the credit card network rules).

**Transaction** – any activity on the Visa Account, including a Purchase, refund or return on a Purchase, Cash Advance, Balance Transfer, a payment, a fee, or other activities resulting in a credit or debit to the Balance.

**Visa Account** – the account related to all Visa Cards issued to the Primary Cardholder and any Authorized Users. The Visa Account is in the name of the Primary Cardholder. You may access the Visa Account online at **vancity.com**, through the Vancity mobile application, by telephone, or by other means we may allow.

**Visa Account Updater** – the updating service provided to us through Visa which allows us to automatically update certain Merchants if your Visa Card number and/or expiry date changes.

**Visa Card** – the Visa credit card we issue to you, including each additional Visa credit card we issue to Authorized Users on the Primary Cardholder’s instructions.

### **3. Taking Care of Your Visa Card and Visa Account**

You must be careful to keep your Visa Card in a safe place at all times. There is a magnetic stripe on the back of your Visa Card. This stores information about the Visa Account. If you keep your Visa Card near magnets or back-to-back with other cards with magnetic stripes, this could damage your Visa Card. If your Visa Card is damaged it may not work and you should contact us to arrange for a replacement card.

If you have linked your Visa Card to a mobile device, such as through a digital or mobile wallet payment application, you must be careful to keep that device safe and secure. You must also protect the privacy of any access or security codes for the device and the payment applications.

#### **Your Personal Identification Number (PIN #) and other security codes**

- We will provide you with a PIN # for your Visa Card or tell you how to select it. We will also tell you how to change your PIN #.
- You must choose your PIN # carefully so that it cannot be easily guessed by anyone. For example, you should not use the same PIN # or password that you use for something else, or your birth date, telephone number, account numbers or family names.
- You must always protect the privacy of your PIN #. Do not write it down or record it in any way. If you must write your PIN # down somewhere, do not keep your PIN # together with your Visa Card.
- If you want to make online Transactions, or access your Visa Account information online, through a mobile device or other means, you may need to create other security codes. You should choose these security codes carefully so that they cannot be easily guessed by anyone.
- You must not share your PIN # or any other security codes with anyone.

### **4. How You May Use and Not Use Your Visa Card and Visa Account**

This section explains the different ways in which you may use your Visa Card and other important information about the use of the Visa Account.

#### **A. Different Types of Transactions**

You may use the Visa Account for:

- Purchases
- Cash Advances
- Balance Transfers
- any other purpose we permit

Each time you use the Visa Account (through your Visa Card), we call this a “Transaction”. We set out specific information about some of the different types of Transactions, subsequently in this Agreement.

When you use the Visa Account for any type of Transaction and it has been approved by Visa, the available credit on your Visa Account will decrease by the amount of the Transaction, whether or not you have received the goods or services you purchased, or the cash advanced.

We reserve the right to prevent your Visa Card or the Visa Account from being used for certain types of Transactions as determined by us, including Transactions connected to Internet gambling, cryptocurrencies, certain countries or any illegal activity. Different fees may apply to the different types of Transactions. These are all explained in Section 6 of this Agreement – “Costs to You for Using Your Visa Account” and in the Disclosure Statement.

We may allow you to use your Visa Card on various digital or mobile wallet payment applications, and we may provide the Primary Cardholder with access to the Visa Account through a digital or mobile wallet. If you choose to add your Visa Card to, or access the Visa Account through, a digital or mobile wallet, you will be bound by our terms for that service, up-to-date copies of which can be found online at [vancity.com](http://vancity.com). In order to use a digital or mobile wallet, you may also be required to agree to the terms, conditions and privacy policies of parties other than Vancity, such as digital or mobile wallet providers, your wireless carrier, and other service providers, or to the terms and conditions of websites made available to you through a digital or mobile wallet.

## Credit Limit

- You may not complete any Transaction that will cause the Visa Account to go over the Credit Limit.
- If there is more than one Visa Card in use on the Visa Account (because there are Authorized Users), the total Credit Limit will be shared among all of the cards.
- We may allow the Primary Cardholder to set individual card limits (up to the Credit Limit) for each Authorized User on the Visa Account, in which case an Authorized User may not complete any Transaction that will exceed that Authorized User’s individual card limit. This option may be subject to additional terms.
- The Credit Limit will appear on each of the Primary Cardholder’s statements and on the Visa Account. If the Primary Cardholder has set an individual card limit for an Authorized User, the “credit limit” appearing on the Visa Account details to which the Authorized User has access to will appear as the card limit instead of the overall Credit Limit.
- There may be times where we allow you to complete a Transaction that would cause you to go over your Credit Limit, or where we allow an Authorized User to complete a Transaction that would cause the Authorized User to go over the card limit. We are not required to do this and even if we do it once, this does not mean that we will do it again.
- If the Visa Account Balance reaches or goes over your Credit Limit, we will have the right to suspend the Visa Account, meaning that you will not be able to use the Visa Account until you make a payment to reduce your Balance below your Credit Limit. Call us right away if you know that you will have difficulty making your Minimum Payment as we may be able to make arrangements to help you.

## B. Purchases

You may use your Visa Card to make Purchases anywhere in the world that a Visa Card is accepted.

You may make Purchases using your Visa Card through any method acceptable to us, including these (and we may accept other methods in the future):

- signing a receipt;
- entering your PIN # into a card terminal;
- tapping a Visa Card on a card terminal which accepts contactless payment cards; or
- using a Visa Card number to complete the Purchase without presenting the Visa Card (including by mail order, telephone, online or mobile).

You must keep your receipts and records of your Purchases to verify the list of Purchases that we will set out on your statements. This is especially important if you have Authorized Users. You must deal directly with Merchants to settle any dispute you may have for any Purchase or other Transaction on your Visa Card that involves a Merchant.

### **Other Important Things to Note**

- If you use your Visa Card to make a Purchase after your card's "good thru" date (expiry date), you will still be responsible for paying for those Purchases.
- You are not able to stop payment on any Purchase Transaction
- If we ask you to do so, you will have to return to us the Visa Card(s) associated with the Visa Account.

### **C. Cash Advances**

You may obtain a Cash Advance from the Visa Account:

- at a branch of another credit union, bank or some other financial institutions
- through an ATM
- by transferring money from the Visa Account to another Vancity account by telephone banking, online banking, mobile banking or other means, if permitted by Vancity.

### **Using Your Visa Card at an ATM**

You may use your Visa Card at any ATM in the world where the Visa symbol is displayed to obtain a Cash Advance.

You will need your PIN # to complete an ATM Transaction. You may not withdraw any amount from the Visa Account that causes you to go over your Credit Limit. If a card limit has been set for an Authorized User, the Authorized User may not withdraw any amount from the Visa Account that would go over the card limit. We may limit the maximum amount of money that you can withdraw in one day, even if your total withdrawals do not go over your Credit Limit (or an Authorized User's card limit, if applicable). Most ATM operators also set a daily maximum for withdrawals.

Certain fees and interest will apply to any Cash Advance you make and these are explained in Section 6 of this Agreement – "**Costs to You for Using the Visa Account**" and in the Disclosure Statement.

**There may also be additional fees that are charged if you use an ATM, for example, a fee charged by the ATM operator.** You should keep the ATM receipt as a record of your ATM Transaction.

We may, at any time:

- change your maximum daily withdrawal limit
- remove any ATM from use
- withdraw permission for you to use your Visa Card at an ATM
- change the purposes for which you may use your Visa Card at an ATM

We will not be responsible to you if you suffer any type of loss as a result of these changes.

We are not responsible for any delay, inconvenience or loss that you may experience as a result of the breakdown or malfunction of an ATM.

### **D. Pre-Authorized Payments**

You may set up pre-authorized payments that will allow Merchants to be able to charge amounts to the Visa Account automatically. You will have to provide Merchants with the Visa Account information to set up any pre-authorized payments. Some Merchants may apply a fee to set up

and/or maintain your pre-authorized payments. You must deal with Merchants directly to change or cancel pre-authorized payments that you have set up.

It is your responsibility to let Merchants know of any changes to the Visa Account information, including if your Visa Card number or expiry date changes. However, if you have set up pre-authorized payments with a Merchant and you are enrolled in the Visa Account Updater, then if your Visa Card number or Visa Card expiry date changes we will automatically provide that Merchant with your new Visa Card number and/or Visa Card expiry date. You may opt out of the Visa Account Updater service program at any time.

We are not responsible if any pre-authorized payments cannot be posted to the Visa Account for any reason. You must deal directly with the Merchant to settle any dispute you may have for the Transactions relating to those pre-authorized payments.

## **E. Special Card Features and Vancity Rewards**

We or Visa may make special services or benefits available to you from time to time, such as insurance coverage and rewards programs. Some of these will be features of your Visa Card and will be available to you automatically. For other services and benefits, you will have to enroll in or purchase them separately. If you choose to purchase a particular benefit or service that we or Visa offer, we may charge the purchase price to the Visa Account and you will be responsible for paying it.

The terms of any services or benefits we or Visa offer may be set out in a separate contract, and if they are we will send you a copy of the contract or let you know how you can get a copy. If we change or cancel these separate contracts we will try to tell you ahead of time, but we do not have to do so. We are not responsible for any benefit or service that is provided by another company and not by us directly, including Visa.

### **Vancity Rewards**

If you have a Visa Card that comes with the Vancity Rewards program, you will earn points for every Purchase you make on your Visa Card. You can redeem points toward a broad selection of rewards including our financial products and more. You will see how many reward points you have earned on your statement and online at [rewards.vancity.com](https://rewards.vancity.com) or [vancity.com](https://vancity.com). You can redeem your points for rewards online at [rewards.vancity.com](https://rewards.vancity.com) or by calling 1-866-661-3377 (toll-free).

The terms and conditions for the Vancity Rewards program are available online at [rewards.vancity.com](https://rewards.vancity.com).

## **F. Promotional Offers**

We may make promotional offers available to you from time to time, such as allowing you to skip or delay making one or more payments or charging you a lower rate of interest for a certain period of time.

The terms of any promotional offer may be set out separately, and if they are we will send them to you or let you know how you can get a copy.

If you choose to participate in a promotional offer (which you can do by telling us or by doing something that indicates that you have chosen to participate) and if there is a separate contract for the promotional offer, that contract will apply to the promotional offer instead of this one. When the promotional offer ends, this Agreement will apply again.

If you choose to participate in a promotional offer which gives you a lower interest rate for a certain period of time and during that period you fail to meet one of your responsibilities under the separate contract for the promotional offer, you may lose your promotional lower rate of interest and be charged your normal rate.

## **G. Illegal Transactions and Fraud**

You may not use your Visa Card for any illegal purpose, like internet gambling in a jurisdiction (such as province, territory, state or country) where that is illegal, or money laundering activities. If you attempt to complete an illegal Transaction, we may turn down that Transaction.

If we see a Transaction on the Visa Account that we think may be illegal, unauthorized or fraudulent, we may turn down that Transaction.

If we turn down a Transaction for any of these reasons, we will not be responsible if you suffer any loss or damage as a result.

## **5. Your Statements**

We will provide only the Primary Cardholder with a statement that lists processed transactions, interest and fees that are charged to the Visa Account during your statement period. Each statement period is between 27 and 36 days. The statement period changes because of the number of days, weekends and statutory holidays in each month. We will provide you with a statement if you have made at least one transaction on the Visa Account during the statement period, if you have a balance owing from previous statements, or when we are required to communicate information to all cardholders.

We will either send a paper statement or, if the Primary Cardholder chooses, provide access to electronic statements. If the Primary Cardholder receives paper statements, we will send statements to the mailing address the Primary Cardholder provided on the application unless you ask us to send them to a different address. It is the Primary Cardholder's responsibility to make sure that we have your correct mailing address.

The Primary Cardholder may also access the Visa Account online at [vancity.com](http://vancity.com), through the Vancity mobile application, or by other means we may allow. You can also access Visa Account Transaction details by calling us 24 hours a day, 7 days a week at Card Services at **604-877-4999** (Metro Vancouver) or **1-800-611-8472** (toll-free).

### **Checking Your Statement**

The Primary Cardholder must review each statement and let us know of any mistakes within 30 days after the end of your statement period date. **If we do not hear from the Primary Cardholder within that 30 days, we will assume that the statement is correct and we will not correct any mistakes you point out later.** However, if we realize that we have incorrectly credited the Visa Account, we may reverse the credit at any time.

## **6. Costs to You for Using Your Visa Account – Interest and Fees**

In this Section 6, the words “you” and “your” refer only to the Primary Cardholder.

### **A. How We Calculate and Charge Interest**

#### **Interest Rate**

The annual interest rate that applies to your Visa Account is shown on the Disclosure Statement and will appear on your statements.

From time to time, we may offer you promotional interest rates on certain Transactions, such as Balance Transfers, Cash Advances or new purchases. We will tell you about promotional interest rates as explained in Section 4(F) of this Agreement – “**Promotional Offers**”.

We may change the interest rate at any time. If we increase your interest rate, we will let you know (in writing) at least 30 days ahead of time.

Your current interest rate will always appear on your statements. When we charge interest, we



calculate it on the basis of your average daily balance using a daily interest rate. To get the daily interest rate we take the applicable yearly interest rate, divide it by 365 (or 366 for a leap year) and round down to 5 digits after the decimal point.

### **Interest on Cash Advances and Balance Transfers**

For Cash Advances and Balance Transfers, we will always charge you interest at the applicable daily rate (which varies depending on your card type) every day from the date of the Transaction.

There is no interest-free grace period on these types of Transactions. Even if you re-pay the amount of a Cash Advance or Balance Transfer on the same day that you completed the Transaction (and you have no other Balance outstanding), we will charge you interest for that one day.

### **Interest on Purchases and Fees**

No interest will be payable on Purchases and fees if your Balance is paid in full every statement period by the Payment Due Date. Your Payment Due Date will always appear on your statements.

- When we say “your Balance is paid in full”, this includes any outstanding Balances from previous statements, from any type of Transaction (not just Purchases) and includes all unpaid interest and fees.
- When we say “paid in full by the Payment Due Date”, we mean that we have received your payment by the Payment Due Date. The day we receive your payment will depend on the payment method you choose. If you send a payment through the mail for example, it may take us several days to receive it. You are responsible for making sure that we receive your payments on time.

Your Payment Due Date will be 21 days after the last day of the statement period. This 21 days is known as a “grace period” because for any Purchases or fees appearing on your statement for the first time, we will not charge you interest on those Purchases or fees for this 21-day period, even if you didn’t pay your full Balance from previous statements. If you don’t pay your entire Balance in full by the Payment Due Date, interest charges on those Purchases and fees will be included on your next statement. We will charge interest retroactively from the Transaction date of those Purchases and fees until the date we receive payment in full.

The 21-day grace period for each statement period applies only to Purchases and fees appearing on your statement for the first time in that statement period. If you have any Balances outstanding from Transactions (including Purchases and fees) from previous statements, we will continue to charge interest on those Balances until you pay your entire Visa Account Balance in full.

### **How We Calculate Interest**

If interest applies, we calculate interest as follows:

- we add together the interest-bearing amount you owe each day in each Transaction category (for example, the amount of Purchases is one “Transaction category” and the amount of Cash Advances is a separate “Transaction category”) to get total interest-bearing amount owing in each Transaction category;
- we divide the total interest-bearing amount owing in each Transaction category by the number of days in the statement period. This amount is your average daily balance for the interest-bearing amount you owe in each Transaction category;
- we then multiply the average daily balance by the daily interest rate that applies, and multiply that amount by the number of days in the statement period.

If interest is charged on a Transaction, it is charged starting from the original Transaction date.

The total is the amount of interest posted to your Visa Account at the end of your statement period. Your statement shows the interest charges for each Transaction category.

If a different daily interest rate applies to a Transaction (for example, a promotional interest rate on a Balance Transfer), we use that different daily interest rate in our calculation.

We will not charge you interest on unpaid interest.

### Here's an Example of How We Charge Interest on Purchases

If your statement period is April 1 – April 30, the end of your statement period will be April 30 and the payment due date will be May 21.

- If you pay your entire Visa Account Balance by May 21, we will not charge you any interest on any of the Purchases you made in April.
- If you do not pay your entire Visa Account Balance by May 21, on May 22 we will start charging you interest on the Purchases you made in April.
- The interest on your April Purchases will be charged starting on the Transaction date of each Purchase. Interest will be calculated on the average daily balance at the daily interest rate (which varies depending on your card type).
- We will continue to charge interest every day on your April Purchases until your entire Visa Account Balance has been paid in full.
- The 21-day grace period from May 1 – May 21 in this example applies only to new Purchases in April. If you have any Balances outstanding from Transactions from previous statements, we will continue to charge interest on those Balances every day (including May 1 – May 21) until you pay your entire Visa Account Balance in full.

### B. Fees Other than Interest

The Disclosure Statement lists the fees that we will charge you in relation to your Visa Card other than interest. If we plan to charge you any other fees, we will let you know in a statement or a separate letter at least 30 days before the charge or other fee applies. If your Visa Card is cancelled or suspended, you will not be entitled to a refund of any fees that you have already paid. The chart below includes additional information about some of the fees in the Disclosure Statement.

Fee	Description
<b>Cash Advance</b>	We will charge this fee every time you complete a Cash Advance at a financial institution, through an ATM anywhere in the world that has the Visa symbol, or by way of a cash transfer from the Visa Account to another Vancity account.
<b>Payment Not Accepted</b>	You will have to pay this fee if you write a cheque (from an account other than your Visa Account) to pay your Visa Card bill but it bounces because you don't have enough money in your Visa Account to cover it, or if you try to pay your Visa Card bill by any other method that is turned down when we try to process it.  You may also be charged an NSF fee by your financial institution for the bounced cheque that you wrote.

<p><b>Statement Copy</b></p>	<p>You will have to pay this fee if you ask us to send you a copy of one of your old statements.</p> <p>There is no charge if you want another copy of your current statement or for electronic statements you are able to access online.</p> <p>You can see your Visa Account Transaction details for free on your Visa Account accessible online at <a href="http://vancity.com">vancity.com</a>, where you can also choose to receive electronic statements instead of paper statements.</p> <p>You can also access your Visa Account Transaction details by calling us 24 hours a day, 7 days a week at Card Services at <b>604-877-4999</b> (Metro Vancouver) or <b>1-800-611-8472</b> (toll-free)</p>
<p><b>Sales Receipt Copy</b></p>	<p>You will have to pay this fee every time you request a copy of a sales receipt from any of your Purchases.</p>
<p><b>Return of Positive Credit Balance</b></p>	<p>If you ever over-pay your Visa Account, we call this a “positive credit balance”. You will have to pay this fee if we return to you any over-payment you’ve made on your Visa Account.</p> <p>You can only request that we return your positive credit balance if it is more than \$10.</p>
<p><b>Over Credit Limit</b></p>	<p>You will be charged this fee if you go over your Credit Limit at any time during a statement period. We will only charge this fee one time in a statement period, even if you go over your Credit Limit more than one time in that statement period.</p> <p>If the reason you go over your Credit Limit is that a Merchant has placed a temporary authorization on your Visa Account, you will not be charged this fee. For example, if you used your Visa Card to buy gas, sometimes the gas station will place a temporary authorization on your Visa Account for an amount that is higher than your actual purchase. If that temporary authorization is what puts you over your Credit Limit, we will not charge you this fee.</p>
<p><b>Foreign Currency Administration</b></p>	<p>Your foreign currency Transactions will be converted at Visa’s applicable exchange rate on the relevant day plus our administration fee, as explained in the Disclosure Statement. Please note that a conversion rate will appear on your statement that may differ slightly from the conversion rate actually used to convert your Transaction, due to rounding. This is because when we calculate the rate to display on your statement, we use your Transaction amount rounded to the nearest cent.</p> <p>In most cases we do not process a Transaction on the same day that you complete it. In that case, the exchange rate on the day that you completed the Transaction might be different than the exchange rate on the day that we process your Transaction.</p> <p>Refunds of U.S. Transactions will also be converted into Canadian dollars in the same way using the Visa exchange rate on the date that we process the refund plus the administration fee in the Disclosure Statement.</p> <p>Refunds in other foreign currencies will be first converted to U.S. dollars and then to Canadian dollars at the Visa exchange rates in effect at the time the refund is processed.</p>

<b>Foreign Currency Administration (continued)</b>	<p>Foreign currency exchange rates (including the Visa exchange rates that we use) are different depending on if you are “buying” or “selling” foreign currency.</p> <ul style="list-style-type: none"> <li>- If you wanted to convert \$100 Canadian dollars into U.S. dollars, you would be “buying” U.S. dollars.</li> <li>- If you wanted to convert \$100 U.S. dollars into Canadian dollars, you would be “selling” U.S. dollars.</li> </ul> <p>When you make a Purchase or complete another Transaction on your Visa Account in U.S. dollars, when we convert the Transaction into Canadian dollars, we use the rate for “selling” U.S. dollars for Canadian dollars.</p> <p>When you get a refund in U.S. dollars, when we convert the refund into Canadian dollars, we use the rate for “buying” U.S. dollars.</p> <p>If you made a Purchase in the U.S. on your Visa Card, and then returned the item you purchased later that same day and got a refund, you would see two entries on your statement – one for the Purchase and one for the refund.</p> <p>Because of the difference in exchange rates for “buying” and “selling” foreign currency, the amount on your statement for your Purchase might be different than the amount on your statement for your refund – the amount of your refund might be less than the amount of your Purchase, meaning that you will still have to pay the difference.</p>
<b>Account Maintenance</b>	<p>You will have to pay this fee if there have been no transactions or activity on the Visa Account for 12 consecutive months and the Visa Account has a positive credit balance.</p>

## 7. Making Payments on Your Visa Account

In this Section 7, the words “you” and “your” refer only to the Primary Cardholder.

When you receive your statement, it will set out your:

- Statement Period
- Balance
- Minimum Payment
- Payment Due Date

You must pay at least the Minimum Payment by the Payment Due Date every Statement Period. If you do not make the Minimum Payment by the Payment Due Date, you may not be able to use your Visa Card(s) for any Transactions until you have made the Minimum Payment. You can pay off your Balance in full at any time. Even if you make your Minimum Payment by the Payment Due Date every statement period, if you do not pay off your Balance in full, we will charge you interest on your outstanding Balance. Interest is charged daily and calculated on your average daily balance as explained in Section 6(A) – “**How We Calculate and Charge Interest**”.

If you ever go over your Credit Limit, you must pay us the amount by which you’ve gone over your Credit Limit right away. If you don’t pay us the amount that is above your Credit Limit, it will be added to the Minimum Payment on your next Statement and you will have to pay it by the next Payment Due Date.

## A. Your Minimum Payment

Here's how we determine your Minimum Payment:

How Minimum Payment is Calculated	Examples:		
Minimum Payment will be the sum of: <ul style="list-style-type: none"> <li>• 3% of the Balance shown on your statement, or \$50, whichever is higher</li> <li>• any amount by which your balance exceeds your Credit Limit</li> <li>• any previous unpaid amounts</li> </ul>	Balance:	\$1000	\$5500
	3% of Balance:	\$30	\$165
	Overlimit Amount:	\$0	\$500
	Past Due Amount:	\$0	\$0
	Minimum Payment:	\$50	\$665

If your outstanding Balance is less than \$50, you must pay it in full by the Payment Due Date (in that case, your Minimum Payment is your outstanding Balance).

## B. If You Pay More Than Your Outstanding Balance

If you ever pay more than your outstanding Balance, you will have a “positive credit balance” on your Visa Account. This positive credit balance is not a deposit with Vancity and is not insured. We will not pay you any interest on your positive credit balance. If your positive credit balance is more than \$10, you can ask us to return to you any over-payment you’ve made on your Visa Account or in some cases the overpayment may be returned to you automatically. A fee will apply for the return of a positive credit balance, as explained in Section 6(B) of this Agreement – “Fees Other than Interest” and the Disclosure Statement.

If your positive credit balance is not returned to you, the next time you complete a Transaction on your Visa Account, or the next time we charge you any interest or other fees, we will put your positive credit balance towards paying for those Transactions, interest or fees. We will distribute your positive credit balance the same way as we distribute any payments we receive from you. We explain how we do this in Section (D) – “How We Apply Your Payments”.

If you have a positive credit balance on your Visa Account but owe us money on any other accounts including other Visa Account(s), we may use this credit balance to pay down amounts that you owe to us.

If you have a positive credit balance on the Visa Account and there have been no Transactions on the Visa Account for 12 consecutive months, we will charge an annual account maintenance fee, as explained in the Disclosure Statement.

## C. How to Make Your Payments

You can make your payments to us in the following ways:

- through online banking
- by phone if you are making a payment from a Vancity savings or chequing account
- in person at a Vancity branch or at branches of other financial institutions that accept payments for Vancity Visa Accounts
- by mail – our address will be on all of your Statements

You can also ask us to process your payment on your Payment Due Date each month as a pre-authorized debit (“PAD”) from a deposit account in Canada in Canadian dollars with us or another financial institution that you designate for that purpose. You may choose to pay the Minimum Payment or the Balance shown on your monthly statement. If you ask us to automatically process payments in this manner, it will be done in accordance with Vancity procedures.

The day we receive your payment will depend on the payment method you choose. If you send your payment by mail, we may not receive it for several days. If you make a payment online through **vancity.com**, in person at a Vancity branch or by phone, we will consider that we have received your payment on the same day that you made it. If you make a payment online through the website of another bank, credit union or other financial institution, we may not receive it for a few days. Your available amount of credit will not be increased until we receive and process your payment. You are responsible for making sure that your payments reach us on time, even if there is a postal strike or other disruption in services, for example. You will be charged interest every day until the day that we receive and process your payment (if interest is applicable – we explained how we charge interest in Section 6(A) of this Agreement – “**How we Calculate and Charge Interest**”).

## **D. How We Apply Your Payments**

We will apply payments on your Visa Account first towards your Minimum Payment in the following order:

1. first to any interest that appears on your statement;
2. second to any fees that appear on your statement;
3. third to any insurance premiums that appear on your statement;
4. fourth to any Transactions that appear on your statement;
5. fifth to any fees and other Transactions that do not yet appear on your statement.

Your payment will be applied to balances within each of the categories in the prior paragraph, starting with the category being charged the **lowest** interest rate first, and the category being charged the **highest** interest rate last.

If you pay more than your Minimum Payment, once we have applied the payments to the Minimum Payment, we will then apply any excess amount to the remaining Balance on your statement as follows:

- First, we will divide the remaining Balance on your statement into different categories with all items with the same interest rate placed into the same category. For example, all Purchases at the same interest rate would be placed in one category, all Cash Advances at the same interest rate would be placed in a different category, and so on.
- Second, we will apply the amount of your payment that is in excess of your Minimum Payment to the various categories in the proportion that each category represents to the remaining Balance on your statement. For example, if Balance Transfers and Cash Advances at the same interest rate represent 80% of the remaining Balance on your statement, 80% of any amount we receive in excess of your Minimum Payment would be applied to this category.

If you pay more than your new Balance on your account statement, the excess payment will be applied to Transactions that have not yet appeared on your statement, using the same payment application described in this Section 7(D).

Credit balances are applied to unbilled items in the order that they are posted to your Visa Account.

## **8. Use of Your Personal Information**

We may have to collect, use and share certain personal information about you for a number of reasons, including to:

- operate the Visa Account
- offer you reward programs or other benefits
- help protect you against fraud
- obtain a credit report about you from a credit reporting agency

- give credit reporting agencies information about your payment history on the Visa Account
- verify your billing address for Merchants
- if you are enrolled in the Visa Account Updater, to provide Merchants with your new Visa Card number or expiry date

Vancity has a Privacy Code that explains in more detail why we collect personal information and how we will keep it safe, how we will use it, and when we might share it with others. A copy of the Vancity Privacy Code is available:

- online at **vancity.com**
- at any Vancity branch
- by calling **604-877-7000** or **1-888-826-2489** (1-888-Vancity)

Authorized Users will be able to access material information about the Visa Account, which may include information about Transactions on the Visa Account (including the Primary Cardholder's Transactions), the Credit Limit, the amount of credit available to them on the Visa Account, and the mailing address for the Visa Account. If the Primary Cardholder has set an individual card limit for the Authorized User, the "credit limit" on the Visa Account details to which the Authorized User has access will appear as the card limit instead of the overall Credit Limit.

## **9. How We May Cancel or Make Changes to This Agreement**

### **A. Cancellation of the Visa Account and this Agreement**

The Primary Cardholder can close the Visa Account and cancel this Agreement at any time by telling us, in writing or over the phone.

We may close the Visa Account, temporarily suspend the Visa Account or cancel this Agreement at any time **without telling you**. Examples of circumstances where we might close or temporarily suspend the Visa Account include:

- you have failed to fulfil any of your responsibilities under this Agreement
- we suspect illegal, unauthorized or fraudulent use of the Visa Account
- you have another loan with us (other than the Visa Account) and you have failed to fulfil any of your responsibilities under that other loan
- we receive any information about you that would lead us to believe that you may not be able to repay us any money that you owe us
- you have shared your PIN # or other security codes with anyone and the Visa Account was used for illegal, unauthorized or fraudulent purposes
- any other reason that we may determine from time to time

In any of the circumstances listed in the prior paragraph, we may also change the interest rate applicable to your Visa Card, lower your Credit Limit or remove any promotional offers or other benefits that are available to you, including Vancity Rewards points.

If the Visa Account is closed or suspended:

- you may not make any additional Transactions on the Visa Account, including any pre-authorized payments that you may have set up
- if the Primary Cardholder has pledged assets to us, we may use those assets to pay the Visa Account Balance. For example, if the Primary Cardholder has secured the Visa Account with a Vancity deposit, we will redeem the deposit and use those funds to pay down the Balance
- we may refuse to process any Balance Transfer that you have requested (whether the Balance Transfer was requested before or after the account closure or suspension)
- the Primary Cardholder must still pay your entire outstanding Visa Account Balance in full, and we may require that the Balance be paid immediately – this Agreement will not be cancelled until the Primary Cardholder has paid the Balance in full, including any

Transactions that have not yet been processed to the Visa Account

- if the Primary Cardholder has another account with us, we may withdraw money from the other account to pay the outstanding Visa Account Balance
- we may require that you return your Visa Cards to us

If the Primary Cardholder does not pay the entire outstanding Visa Account Balance in full or if you do not return your Visa Cards to us (if we have asked you to do so) and we incur any expenses (like legal fees), the Primary Cardholder promises to reimburse us for those expenses. For example, we may incur expenses in order to collect:

- the Visa Account Balance, including all interest and fees
- your outstanding Visa Cards
- any assets that the Primary Cardholder has pledged to us (for example, if you pledged money that you have in a Vancity deposit account as collateral for the Visa Account)

If this Agreement is cancelled and we do not ask you to return your Visa Cards to us, you must destroy your Visa Card as soon as we tell you that the Agreement is cancelled by cutting up the Visa Card through the chip and across the black magnetic stripe.

## **B. Changes to this Agreement**

We may make changes to this Agreement at any time. If we ever make changes to the information set out in the Disclosure Statement– like to decrease your Credit Limit or to increase your interest rate or any fees that we might charge you – we will let the Primary Cardholder know (in writing) at least 30 days ahead of time if required by law. If we make other changes to any other part of this Agreement, we don't have to tell you ahead of time but we will let the Primary Cardholder know within 30 days of the change being made. All changes will apply to the Primary Cardholder as well as to any Authorized Users. A change will take effect on the date that we tell you when we notify the Primary Cardholder of the change.

If we make changes to any other part of this Agreement, we don't have to tell you ahead of time but we will let the Primary Cardholder know within 30 days of the change being made.

All changes will apply to the Primary Cardholder as well as to any Authorized Users. A change will take effect on the date that we tell you when we notify the Primary Cardholder of the change.

## **C. Transferring the Visa Account and this Agreement**

We may transfer or assign the Visa Account and this Agreement to another financial institution or another company and we are not required to tell you ahead of time if we do this. This may mean that the Visa Account will no longer be with Vancity. The other financial institution or company that has taken over the Visa Account and this Agreement will get in touch with the Primary Cardholder to explain any changes that will affect you.

## **10. Lost or Stolen Cards and Unauthorized Transactions**

If you know or suspect your Visa Card was lost or stolen – or if you know or suspect your Visa Card or Visa Account is being used without your authority – call us **immediately** 24 hours a day, 7 days a week at Card Services at **604-877-4999** (Metro Vancouver) or **1-800-611-8472** (toll-free). If you are outside Canada or the U.S. you can call toll-free at **IAC-800-500-0707-0** (IAC = International Access code, varies by country).

If anyone other than you uses your Visa Card at an ATM with your PIN #, the Primary Cardholder will be responsible for any Transactions completed using your Visa Card, even if you have not given them your permission to do so, **until you tell us that your Visa Card has been lost or stolen.**

Otherwise, if anyone other than you uses your Visa Card without your permission to do so (except at an ATM with your PIN #), the Primary Cardholder will not be responsible for those



Transactions, but you must notify us of any such unauthorized Transaction(s) and otherwise follow your responsibilities under this Agreement, including taking care of your Visa Card and Visa Account.

Once you tell us that your Visa Card has been lost or stolen or that your Visa Card or Visa Account is being used without your authority, the Primary Cardholder will not be responsible for any additional Transactions completed with your Visa Card after that.

The Primary Cardholder and Authorized Users, if any, must cooperate fully with any investigation we conduct.

## **11. Contacting You**

You must promptly notify us of any change in your personal information, including any change in your legal name, telephone number, residential address, and your mailing address if it is different from your residential address, your email address and your telephone number(s).

You are still responsible when we can't contact you. If we send a statement or a notice to the Primary Cardholder and it is returned because of an invalid address, we may suspend use of the Visa Account until we have received the updated information. The Primary Cardholder is responsible for paying all amounts owing on the Visa Account even if the Primary Cardholder does not receive statements or notice of statements due to an invalid address or email address.

If we have to give you any notice under this Agreement, we may send the notice to your residential address, mailing address or e-mail address (if you have chosen to receive notices electronically) or, except for confidential financial information that relates specifically to you, by posting notice at a Vancity branch or on Vancity's website, or in any other way that we consider it appropriate to bring the notice to your attention. If we send you a notice, you will be considered to have received it on the earlier of the actual day you received it, or 1 day after the date we sent it if we emailed it or sent it by another electronic method, or 3 days after the date we sent it if we mailed it. Notices posted on our website or at a Vancity branch are considered made and effective on the date they were posted.

## **12. How You May Contact Us or Make a Complaint**

If you have any general questions about the Visa Account or want to make a complaint you can send us a secured message online after you are logged onto the Visa Account at [vancity.com](http://vancity.com) or mail us a letter to the following address:

Vancity  
PO Box 8000, Station Terminal  
Vancouver, BC  
V6B 4E2

You can also call us 24 hours a day, 7 days a week at Card Services at **604-877-4999** (Metro Vancouver) or **1-800-611-8472** (toll-free). We may record all or any part of your phone calls to us to ensure accuracy, service quality and security.

## **13. Interpreting and Enforcing this Agreement**

This Agreement is made under the provincial law of British Columbia and any federal laws of Canada that apply in British Columbia. This means that if we ever disagree about anything in this Agreement or the Visa Account and we have to go to court, it will be a court in British Columbia and the court will follow British Columbia law.

If we do go to court for any reason and the court decides that one part of this Agreement is invalid or against the law, we will act as if that part of the Agreement was not in the Agreement, but the rest of the Agreement will stay in place.

If we are allowed to do something under this Agreement, but we choose not to do it, this does not mean that we have given up our right to do it again in the future.

In terms of our legal responsibility to you, we will not be liable to you under any circumstances for any indirect, consequential, punitive or exemplary damages of any kind, whether or not your claim is made under this Agreement or otherwise. This means that if you ever suffer any kind of loss or damage (such as loss of profits, lost revenues or loss or interruption of business) in connection with the Visa Account, having or using your Visa Card or any rewards program that we may offer as a benefit of your Visa Card, or if you feel that you are entitled to compensation for something we have or have not done, even if you haven't suffered a direct financial loss, we will not be responsible for reimbursing you or compensating you in any way.

### **Card Services (24 hours a day, 7 days a week)**

Metro Vancouver 604-877-4999

Toll-free 1-800-611-8472

Toll-free (outside of Canada & U.S.) IAC-800-500-0707-0

(IAC = International Access code, varies by country)

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# Vancity

 Process-chlorine-free 100% post-consumer recycled fibre. Environmental Choice Certified.