



## AGREEMENT GOVERNING THE USE OF THE LAURENTIAN BANK FADOQ GOLD PRIVILEGE VISA\* CARD

The Cardholder, the co-applicant and each authorized user agree, with the Bank, on the following:

### Definitions

**"ACCOUNT"** refers to the Laurentian Bank Visa account opened in your name and in the name of a co-applicant or authorized user.

**"ACCOUNT BALANCE"** or **"BALANCE"** means the overdraft amount charged to your account plus the accrued interest, if applicable, less the payments and credits posted to your account.

**"AGREEMENT"** refers to the terms and conditions as outlined herein, including the Summary.

**"AUTHORIZED USER"** refers to any individual whose name appears on a Laurentian Bank Visa Card or Visa cheque, at the cardholder's request.

**"BALANCE TRANSFER"** refers to the use of the available credit limit on your account in order to i) reimburse, in whole or in part, the unpaid balance of one of your credit cards not issued by the Bank or ii) transfer monies to your bank account.

**"BANK"** refers to the Laurentian Bank of Canada.

**"CARD"** refers to any Laurentian Bank Visa credit card issued in your name, any additional card issued at your request in the co-applicants' or authorized users' names, as well as any renewal or replacement cards linked to your account.

**"CARDHOLDER"** or **"YOU"** refers to the individual who applies to open an account and receive a card and also refers to the co-applicant and authorized user, as the case may be.

**"CASH ADVANCE"** refers to any advance charged to your account and obtained by the use of the card at an automated bank machine, by telephone or online, via a Bank branch or at another financial institution, a balance transfer, a Visa cheque or any other transaction considered as a cash withdrawal.

**"CO-APPLICANT"** refers to the person who signed the Laurentian Bank Visa application as a co-applicant.

**"CREDIT LIMIT"** refers to the initial credit limit established for the account, as indicated in the Summary.

**"DEBT"** refers to all amounts charged to the account resulting from the use of the Visa card or Visa cheques, including all purchases, cash advances administration fees and other fees.

**"PURCHASE"** refers to any goods or services paid for by using your card, the amount of which is charged to your account. **"VISA CHEQUE"** refers to a Laurentian Bank Visa cheque drawn on the account.

### **SECTION 1 - COST OF BORROWING DISCLOSURE**

**1. CREDIT LIMIT.** The credit limit afforded to you is indicated in the Summary. This credit limit may be reduced by the Bank at any time and without prior notice, but may not be increased by the Bank without your express consent. The Bank may, in its sole discretion, permit you to exceed your credit limit, following an evaluation of your purchases, credit and account history and risk of fraud. The Bank reserves the right to refuse any charges exceeding your credit limit (even in cases where it had previously been authorized).

**2. PAYMENT.** You are required to pay the account balance no later than on the due date indicated on the

statement of account, or at least 21 days after the last day of the monthly statement period shown on a monthly statement. Payment may be made in the following manner:

a) in full; or

b) by making a minimum payment indicated on your statement of account, the calculation of which is described in the Summary; or

c) by making a payment exceeding the amount mentioned in a) or b).

You must immediately pay any portion of the debt exceeding the credit limit. A credit from a merchant or a cashback cannot be considered as a minimum or full payment.

A payment is considered made when it is received by the Bank. Therefore, when making a payment, you must take into consideration any administrative delays associated with your payment method (for example: by mail, through another financial institution, etc.).

- 3. INTEREST.** No interest is charged on Purchases appearing on your statement of account for the first time if there is no outstanding balance from a previous statement of account and if the Account is paid in full by the due date indicated on the statement of account. Only Cash Advances charged to the Account will bear interest from the day the Cash Advance is granted or Visa Cheque is cashed until the date the interest-bearing balance is repaid in full.

If there is an outstanding balance from a previous statement of account or, if there is a new balance which has not been paid in full by the due date indicated on the statement of account, interest will be charged on the interest-bearing balance, in the following manner:

a) on the amount of any Purchase, from the day it is charged to the Account (date of entry on the statement) until the date the interest-bearing balance is repaid in full; and,

b) on the amount of any Cash Advance charged to the Account, from the day the Cash Advance is granted or Visa Cheque is cashed until the date the interest-bearing balance is repaid in full.

**Reduced interest rate privilege.** A reduced interest rate is a privilege granted to you by the Bank for a monthly fee. When you benefit from a reduced interest rate, this privilege may be revoked as soon as you default on any of your obligations.

As soon as the Bank revokes this privilege from you, the interest rate returns to the one applicable to the Laurentian Bank Visa Card issued without the reduced interest rate privilege.

**Promotional interest rate privilege.** If you benefit from an annual promotional interest rate applicable to your cash advances, Visa cheques or balance transfers, you will lose this promotional rate at the end of the promotional period indicated on your statement of account or earlier, if you: i) do not make your minimum payment by the due date indicated on the statement of account; or ii) if you do not abide by one of the terms and conditions outlined in the agreement. If applicable, your promotional interest rate shall be replaced with the interest rate applicable without the promotion to any cash advance or balance transfer as indicated on your statement of account in the "Cash Advances Annual Interest Rate" section. This annual interest rate will be applicable, as of the first day of the next statement period, to any new cash advances, Visa cheques or balance transfers charged to your account, and to all remaining balances (for cash advances, Visa cheques and balance transfers).

- 4. INTEREST CALCULATION.** Interest is calculated based on the annual rate indicated on your statement of account based on the following calculation method: the daily interest rate multiplied by the average daily interest-bearing balance multiplied by the number of days in the monthly billing period (from 28 to 31 days).

The daily interest rate is first calculated by dividing the annual interest rate indicated on your statement of account by the number of days in the year. The average daily interest-bearing balance is then calculated by adding all the daily interest-bearing debts in a billing period and by dividing this

total by the number of days in that period.

No interest is charged on the interest, administration fees or other fees. The annual interest rate is indicated on the statement of account as a percentage.

- 5. APPLICATION OF PAYMENT.** A. Your payment is first allocated to the minimum payment based on the amounts billed on your statement and in the following order: (1) interest charges; (2) administration fees (annual fees, for example); (3) other fees (Cash Advance fees or non-sufficient funds fees, for example); (4) insurance fees (**Assur**-Payment™, for example); and (5) Cash Advances and Purchases.

Purchases and Cash Advances subject to a lower interest rate will be paid before those subject to a higher interest rate.

B. When you make a payment greater than the minimum payment, it will be allocated proportionally to your balance based on the portion of each of the amounts billed on your statement, namely: interest charges, administration fees, other fees, insurance premiums, promotional rate Cash Advances, regular rate cash advances, and purchases.

For example, if your balance is composed of 5% administration fees, 10% promotional rate cash advances, 15% regular rate cash advances, and 70% purchases, your payment will be allocated as follows: 5% to administration fees, 10% to promotional rate cash advances, 15% to regular rate cash advances, and 70% to purchases.

C. When you make a payment greater than your balance, it will first be allocated proportionally to your purchases and cash advances based on the portion of your balance represented on your statement, using the procedure specified in Section B.

- 6. ADMINISTRATION AND OTHER FEES.** The administration and other fees indicated in the Summary are applicable to the Account and the Bank may charge these fees to the Account when they become payable, that is, when the service is rendered (or, in the case of administration fees and optional services to which you may subscribe, when the membership begins or at the anniversary date of the service). These fees are non-refundable.

In addition, in the event that the debt and any interest charged on the card is guaranteed by movable hypothec, you are responsible for any fees related to the publication of such a guarantee with the Registre des droits personnels et réels mobiliers (RDPRM) or any similar registry, including any subordination fees or similar fees.

- 7. OPTIONAL SERVICES.** To be eligible for **Assur**-payment™ protection, you must be 18 to 64 years of age when you apply. A fee of \$0.97 per \$100 of balance used is applicable.

Other optional services are subject to their own specific conditions. The Bank does not assume any responsibility for services provided by a third party.

- 8. CANCELLATION OF OPTIONAL SERVICES (INCLUDING INSURANCE).** You may cancel any optional service within thirty (30) days following receipt of this Agreement by contacting the Bank or the service provider. The Bank or service provider will cancel the service and reimburse you an amount equal to the fees applicable to the optional service, which, on the date of cancellation, have already been paid or added to the Debt without the service having been provided.

- 9. YOUR LIABILITY.** Visa's Zero Liability policy protects you if you are the victim of fraud due to the unauthorized use of your Card, Visa Cheques or Account number, provided that you take reasonable steps to protect your Card and Visa Cheques from loss or theft, which includes protecting your PIN and other security codes as outlined in this Agreement or in accordance with the safety instructions the Bank issues from time to time. Consequently, if you do not take these reasonable measures or fail to notify the Bank of the loss or theft of your Card or Visa Cheques, you will be fully responsible for all incurred costs.

You are not responsible for losses due to technical defects, Bank errors or system operation problems. You agree to cooperate with the Bank in any investigation at all times.

You will be protected by the Bank under the same terms and conditions when you use the Card at an automated banking machine.

- 10. REQUIREMENT TO PAY.** If the Account Balance is not reimbursed or if a payment has not been made by the scheduled due date, the following fees may apply:
- a) accrued interest and fees on the outstanding balance, such interest and fees to be calculated based on the annual interest rate in effect;
  - b) legal fees incurred by the Bank or in its name with regard to proceedings taken in order to collect or attempt to collect the Account Balance; and
  - c) fees incurred to process a cheque or other payment instrument that was used to make a payment but was not honoured.
- 11. FOREIGN CURRENCY.** If you carry out foreign currency transactions, they will be converted into Canadian dollars at the exchange rate in effect at the time of the transaction is processed, plus the conversion fee for converting foreign currency transactions as indicated in the Summary.
- 12. COMMUNICATION WITH THE BANK.** Lost or stolen card You agree to notify the Bank **immediately**:
- a) if a Card is lost or stolen;
  - b) if you suspect that another person knows your PIN or any other security code;
  - c) if you suspect that another person is using your Card or your Card number.

You can notify the Bank by contacting the Laurentian Bank Telebanking Centre at 514-252-1846 in Montreal or at 1-800-252-1846 elsewhere in Canada, 24 hours a day, 7 days a week.

For more information on Visa cards, including information regarding the credit rate, the grace period, non-interest charges, and the date on which interest begins to accrue, as well as any information on the collection of personal information pursuant to Paragraph 13 (Consent to collection, use and disclosure of personal information), call 514-522-6345 (Montreal and surrounding area) or toll-free at 1-888-823-7337.

## **SECTION II – OTHER TERMS AND CONDITIONS**

- 13. CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION.** The Bank collects, uses and discloses your personal information in accordance with its privacy practices. These practices are further detailed in the Privacy Statement of the Bank and in the brochure called “Questions of Privacy”, both available online at <https://www.banquelaurentienne.ca/en/security.html>. Here are the key elements of these documents:
- a) **Personal Information:** In order to establish a relationship with you, and for the purposes described below, the Bank collects personal information that identifies you (“Personal Information”). The Personal Information collected by the Bank depends on the type of products or services you use and your personal situation, and can include, as the case may be:
    - a. identification information, such as your name, date of birth, gender, personal identification numbers, marital status, addresses, e-mail addresses, telephone numbers and signature;
    - b. financial information, such as your income, credit history and transactions occurring through the Bank or other financial institutions;
    - c. employment information, such as your employer’s name and your employment history.

Personal Information is mainly obtained from you when you provide this information in writing or orally, or as you use products or services (and generate a transaction history, for example). Personal Information can also be collected from other sources, as described below.

- b) **Collection of Your Personal Information:** The Bank collects your Personal Information in order to establish a relationship with you and make use of this Personal Information in the context of its activities. The purposes for which your Personal Information is collected, used and disclosed include:

- a. verify your identity;
  - b. give you access to a product or service or allow you to buy or subscribe to such a product or service;
  - c. allow the Bank to deliver, manage and improve the products and services it provides you and contact you about them;
  - d. give you access to online services;
  - e. understand your financial situation and identify your needs, particularly to offer adequate financial and investment advice;
  - f. determine your eligibility for products and services;
  - g. carry on business with you;
  - h. protect you, the Bank and its clients from errors, omissions or fraud;
  - i. contact you about products and services you might find interesting from the Bank, its affiliates and other partners;
  - j. support risk and operational management at the Bank (including compliance with legal and regulatory requirements and communications with regulatory authorities);
  - k. perform analysis, particularly to understand the clients of the Bank and develop or customize products and services.
- c) **Third Parties:** For the purposes outlined above, the Bank is authorized to collect your Personal Information from third parties or disclose your Personal Information to third parties in the following cases:
- a. Until full payment of any amount as may be owing to the Bank, you authorize the Bank to obtain and disclose information regarding your solvency or financial situation from and to legally authorized persons and, when applicable, any credit bureau, any personal information agent, any person referred to in credit reports obtained, any financial institution, fiscal authority, creditor, employer, public organization, any mortgage/hypothecary insurer or any other person providing references, and authorize such persons to disclose the information requested. By granting this authorization, you authorize the Bank to receive your credit reports from the credit reporting agencies and to use those reports within the limits prescribed by the law, for the purposes of any credit request or overdraft protection, renewal, refinancing, or management related to an existing credit product. To allow the Bank to assess credit risks on an ongoing basis, you also authorize the Bank to request non-impact credit reports at any time it deems appropriate, and until full payment of any amount as may be owing to the Bank;
  - b. You authorize the Bank to disclose your Personal information to any insurer of an insurance product to which you adhere or subscribe as an accessory to your Visa card or any other product offered by the Bank, in order to administer your insurance coverage;
  - c. You authorize the Bank to disclose your Personal Information to competent authorities in cases of fraud, inquiry or breach of any agreement or any statutory violation;
  - d. You authorize the Bank to disclose your Personal Information to other financial institutions when inter-bank communication is required to prevent or control fraud, during inquiries for breach of any agreement or any statutory violation;
  - e. You authorize the Bank to transfer your Personal Information to the employees, entities, affiliates, agents, representatives and service providers acting on its behalf, who are bound to maintain the confidentiality of this information. The Bank's service providers provide services such as transactional, insurance, technology, document and material preparation, mailing/electronic mailings, courier, client management and service, document storage, record keeping, and cash logistics services;
  - f. You authorize the Bank to collect or disclose your Personal Information to third parties when authorized or required by law or with your consent;
  - g. You authorize the Bank to disclose your Personal Information to the merchants for the purposes of protection against fraud and in the context of the Visa account update service;
  - h. You authorize the Bank to disclose your Personal Information to Visa Canada and its representatives when the Bank is informed that you won a prize pursuant to a Visa Canada promotion for which participation is automatic;
  - i. You authorize the Bank to disclose your Personal Information to FADOQ for partnership and commission management purposes, if applicable;

- j. With a view to benefiting from high-quality service and obtaining information about the financial products and services offered by the Bank, its affiliates (such as B2B Bank and LBC Financial Services Inc.) and its partners, you authorize the Bank to use and disclose your Personal Information to its affiliates and partners, for the purposes of the Bank, its affiliates and partners (i) providing you with promotional communications about products and services, including tailored communications such as pre-approved credit products, and (ii) sending you such marketing communications through various channels, including mail, telephone and electronic messages (e.g. e-mail, text message, social media messaging, etc.). **You may revoke this authorization at any time through the LBCDirect services or the phone number mentioned in clause 12, between 8 am and 8 pm (Eastern time), seven days a week.** The Bank will not refuse to provide the products and services described in this agreement, if you are entitled to them, even if you have revoked this authorization.
  - d) **Assignment:** You acknowledge that the Bank may, at all time, without notifying you, transfer your products and services to any person. The assignee may be required by applicable laws to retain your Personal Information for a period of time.
  - e) **Social Insurance Number:** You authorize the Bank to provide your social insurance number to the tax authorities, when required by law, in particular for reporting of income or the determination of residency status for income tax purposes. The Bank may also use your social insurance number for identification or data consolidation purposes. You may refuse usage for these purposes without the Bank refusing to provide you with the products and services described herein if you are entitled to them.
  - f) **Personal Information Outside Canada:** If services are provided by the Bank or its service providers from a country other than Canada, or if data containing your Personal Information are moved and found in a country other than Canada, you understand that the Bank or its service providers may be required to disclose your Personal Information to authorities of the foreign jurisdiction pursuant to the applicable laws of that jurisdiction.
  - g) **Personal Information Update:** When Personal Information is updated by you with regards to a specific product or service, such updated Personal Information shall be considered the most current information, and the Bank is authorized and may update its records accordingly for all your other financial products and services.
  - h) **Right to Access Your Personal Information:** The Bank allows you to access the information to which you are entitled by law and you understand that you may direct your request to the Bank's Client Requests team by phone at 514-284-3987 (Montreal area) or 1-877-803-3731 (toll-free). Fees may apply.
  - i) **Information About Another Individual:** You confirm that before providing the Bank with Personal Information on behalf of another individual, you have obtained the prior consent of that individual or you are otherwise legally authorized to provide such information. The Personal Information obtained by the Bank will be used and disclosed in accordance with the Bank's privacy practices.
- 14. USE OF THE VISA CARD AND VISA CHEQUES.** You may use the card for Purchases, Cash Advances or any other purpose that the Bank may authorize. You may not use the card after the expiry date embossed thereon or for purposes that are illegal, unacceptable or illicit.
- 15. OWNERSHIP OF THE CARD.** The card remains the property of the Bank and no person other than you may use it. The Bank may revoke the right to use the card and the privileges related thereto at any time. If the card is revoked, you must return it to the Bank.
- 16. RESPONSIBILITY FOR DEBT.** You are responsible for the entire Debt and applicable interest charged to the Account, including all Debts contracted by any person to whom you have given implicit or explicit authorization to use the card (including any Co-applicant or Authorized User of the card). In the event that you or any authorized person signs an invoice or voucher for a Cash Advance, or gives the Account number to make a Purchase or to obtain a Cash Advance without presenting the card (as in the case of a mail, telephone or Internet order), these transactions will be as legally binding as

if you had signed the invoice or used the card. You, the co-applicant and each authorized user are solidarily liable for any Account Balance resulting from the use of the card by either one of you. You, the Co-applicant and each Authorized User authorize the Bank to apply any funds they have on deposit with the Bank or any of its subsidiaries against any Account Balance that has not been paid in accordance with the terms and conditions of this Agreement.

- 17. SURPLUS ACCOUNT BALANCE.** Notwithstanding anything to the contrary, the Bank reserves the right to return to the Cardholder, in part or in whole, any amount received in excess of the account balance, using a method of payment of the Bank's choice, without prior notice to the Cardholder or additional authorization from the Cardholder.
- 18. FORFEITURE OF BENEFIT OF TERM.** Notwithstanding any other provision in this Agreement, the full amount of the Account Balance will be immediately due and payable, without prior notice or demand from the Bank, if:
- a) You, the Co-applicant or any Authorized User dies;
  - b) You, the Co-applicant or any Authorized User become insolvent, bankrupt or avail yourself/themselves of any law regarding bankruptcy or insolvency;
  - c) You, the Co-applicant or any Authorized User fail to meet any of your/their obligations under this Agreement;
  - d) Any creditor initiated legal or administrative governmental proceedings against you, the co-applicant or authorized user to seize your/their assets;
  - e) You, the Co-applicant or any Authorized User made a false statement;
  - f) You, the Co-applicant or any Authorized User has a different financial situation than as represented in the application or if it deteriorated since that date.

In such cases, the Bank reserves the right to reduce, to cancel the credit limit, and/or apply any funds on deposit with the Bank or any of its subsidiaries against any account balance, pursuant to Paragraph 16 (Responsibility for Debt), without prior notice or demand from the Bank.

**Clause required under the Consumer Protection Act.** (Clause of forfeiture of benefit of the term)

Before availing himself/herself of this clause, the merchant must forward a notice in writing to the consumer, and unless he/she is exempt pursuant to Section 69 of the General Regulation, he/she must forward a statement of account.

Within 30 days following the receipt of the notice by the consumer, and, where necessary, of the statement of account, the consumer may:

- a) either remedy the fact that he/she is in default;
- b) present a motion to the court to have the terms and conditions of payment outlined in this contract changed.

It is in the consumer's interest to refer to Sections 104 to 110 of the Consumer Protection Act (R.S.Q., c. P-40.1) and to Section 69 of the General Regulation adopted under that Act and, where necessary, to communicate with the *Office de la protection du consommateur*.

- 19. REFUSAL BY A MERCHANT.** The Bank, its successors and assigns shall not be held liable in the event that your Card or one of your cheques is not honoured or if you cannot otherwise use your Account. You must settle any transaction-related claim or dispute directly with the merchant. The Bank must credit the Account as soon as it receives a credit note from the merchant.

If the Bank has not received a credit note when preparing the statement of account, you must pay the balance appearing on the statement in accordance with this Agreement. However, you may contact the Bank to discuss a dispute regarding a Debt on your monthly statement of account.

In consideration of the Bank crediting the Account in respect of any and all disputed claims, and you acknowledge that the Bank has no legal obligation to do so, you sell, assign and transfer your rights to the Bank, and subrogate the Bank in your rights in relation to any and all disputed claims with respect to the Account.

For the purposes of this article, "Disputed Claim" means any right, claim, demand or other interest (including all rights of action accrued or which may accrue) that you have or may have, now or in the future, to be reimbursed for or otherwise recover all or part of the amount of any purchased good or service by or from any person, entity, board, official, fund or other source (the "Merchant") arising out of a disputed transaction, whenever the Bank credits the Account for any amount related to the disputed transaction.

"Disputed Claim" does not include any claim you may have against a Merchant other than those that relate strictly to a disputed transaction, and excludes, without limitation, claims for:

- i) negligence (whether related to personal injury or property damage),
- ii) product liability,
- iii) misrepresentations and omissions,
- iv) contract claims,
- v) breach of warranty, expressed or implied,
- vi) breach of any federal, provincial, municipal, or foreign legislation (including consumer protection laws),
- vii) penalties, punitive damages or exemplary damages,
- viii) damages in excess of the amount of the disputed transaction.

You agree to fully cooperate with the Bank in pursuing any claim or suit in connection with any Disputed Claim, and to execute any document required by the Bank in connection therewith.

Without limiting the foregoing assignment, you agree that any monies recoverable from the Merchant or any third party in relation to any Disputed Claim shall belong solely to the Bank and be payable directly to the Bank. If for some reason these monies are paid directly to you or otherwise credited to your Account, you will immediately repay these monies or endorse any cheque to the Bank, as directed.

**20. PRE-AUTHORIZED PAYMENTS.** Some merchants are subscribed to a service (Visa Account Updater) that automatically transfers pre-authorized payments from your old card to the new issued card. When your card(s) expire, are lost or stolen, and new cards are issued, relevant new card's data may be transferred to participating merchants. This service is to avoid interruption of a service or membership previously agreed upon between you and the merchant. Please note that not all merchants are subscribed to the Visa Account Updater. It is your responsibility to contact merchants with whom you have established preauthorized payments and ensure they have the relevant information for preauthorized payments. For more details, please contact your merchants.

**21. PERSONAL IDENTIFICATION NUMBER ("PIN") OR OTHER SECURITY CODE.** You are responsible for safeguarding your card, PIN and any other security code related to the card, including passwords, access codes and account numbers used or required to carry out transactions online or elsewhere. You must keep the number confidential and in a separate place from the card. You must also ensure that the PIN is never inscribed on the card or on an easily accessible document (e.g., on a document kept in a wallet or handbag). You agree not to use as a PIN any series of numbers that can be easily deciphered, and especially not to use a PIN made up of all or part of your name, address, phone number, birth date or social insurance number.

**22. AUTOMATED BANKING MACHINES.** You may use the card at automated banking machines and terminals designated by the Bank to withdraw monies: the total amount of which can not exceed \$500 (for Visa Business, Line, Black, Reward Me and Dollars cards) or \$1 000 (for Visa Gold Explore and Infinite cards) per day. Cash advances withdrawn at an automated banking machine or terminal may not exceed the unused portion of the credit limit and shall be repaid in accordance with the provisions of this agreement.

You agree to comply with the Bank's instructions and guidelines regarding the use of the card and automated banking machines. Except as otherwise provided in Paragraphs 9 (Your Liability) and 16 (Responsibility for Debt), the use of automated banking machines or of the card is solely at your risk, and the Bank is in no way responsible for accidents, assaults, thefts, losses, damages or inconveniences that you may suffer from the use of an automated banking machine or from a malfunction thereof, whether or not the machine is located on Bank property.



The Bank's statements and records pertaining to any automated banking machine transactions shall be proof of the executed transactions.

- 23. STATEMENT OF ACCOUNT AND VERIFICATION.** A statement of account will be sent to you on a monthly basis, unless no entries or balance appears on the account. If you do not notify the Bank in writing of any error or omission on the statement of account within thirty (30) days of the statement date, the Bank may deem the statement complete and accurate, except for any amount incorrectly credited to the account. A microfiche or other copy of an invoice, cash advance statement, Visa cheque or other transaction-related document shall constitute sufficient proof of your liability.
- 24. MODIFICATIONS.** The Bank may modify the terms and conditions and fees stipulated in this agreement, including the minimum payment and the credit limit, following prior notice of at least (thirty) 30 days. The Bank will send the notice to you at the last address found in your file or electronically. Use of the card or maintenance of a balance after the effective date specified in the notice will be interpreted as your acceptance of the modifications.
- 25. ACKNOWLEDGEMENT.** You acknowledge that you have read the "Achieving Customer Satisfaction" section of the "User Guide" sent by the Bank along with the Visa card.
- 26. TERMINATION.** You may terminate this agreement without prior notice. The Bank may terminate this agreement at any time by sending you a 30-day notice. However, the Bank reserves the right, at any time and without notice, to cancel or reduce the credit privileges related to the card in the event that your financial situation is not as represented in the application or if it has deteriorated since that date. If this agreement is terminated for any reason whatsoever, you shall continue to be liable for the account balance and shall return the card to the Bank.
- 27. TRANSFER OF RIGHTS.** The Bank may transfer, sell or assign its rights, in whole or in part, with respect to this agreement. In such case, the Bank may disclose personal information it holds on you, the co-applicant and each authorized user as well as on the account to the assignee of the Bank's rights. The assignee may be required by applicable laws to retain the personal information for a certain period of time.
- 28. ACCEPTANCE OF THE TERMS AND CONDITIONS.** Use of the card constitutes your acceptance of the terms and conditions provided in this agreement.
- 29. THE CONSUMER PROTECTION ACT.**  
"Clause required under the Consumer Protection Act (Open credit contract for the use of a credit card.)
- (1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defense urgeable against the merchant who is the vendor, lessor, contractor or service provider.
- The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.
- (2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after

providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to \$50. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the *Office de la protection du consommateur*.<sup>2</sup>

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<sup>TM</sup> Trademark of Laurentian Bank of Canada.