

Electronic Services Card Agreement

Ontario Civil Service Credit Union Limited (The "Credit Union")

IN CONSIDERATION of the Credit Union issuing to me one or more electronic services cards (each individual one of which is hereinafter referred to as the "Card") and one or more personal identification numbers ("PIN") for use with one or more of the Cards, the undersigned (the "Member") agrees that:

Definitions

1. ATM (Automated Teller Machine): An electronic terminal, used by members to access their accounts for debit card services provided by the Credit Union. ATMs include electronic terminals operated by the Credit Union or other institutions through which a Member can access his or her account(s).
2. Member: The undersigned member of the Credit Union.
3. PIN (Personal Identification Number): A secret code intended for the sole use of the Member to whom it is issued. The PIN is intended to be used in conjunction with the Card to confirm the authorization by the Member of the transaction.
4. POS Transaction (Point of Sale Transaction): A transaction engaged in at an electronic terminal used by the Member to pay for goods or services at a retail or service outlet by debit to his or her Credit Union account(s).

Liability

5. Debits to the Member's account(s) may be made for withdrawals, transfers or POS Transactions effected through the use of the Member's PIN and Card (at an ATM, POS Terminal, or otherwise) by the Member or by anyone using the Member's PIN and Card. Whether or not such use is authorized by the Member, the Member shall be liable for all such debits except as expressly provided in this Agreement.
6. The Member agrees not to obtain a cash advance from an ATM or engage in a POS Transaction in excess of the total amount then on deposit in the account(s) of the Member with the Credit Union and the approved Limit under the Members Line-of-Credit Loan Agreement. If a cash advance(s) is obtained and or if a POS Transaction is engaged in which is in excess of that total through the usage of the Members PIN and Card, whether or not such usage is authorized by the Member (except as expressly provided in this agreement), the Member agrees to repay the total amount of said cash advance(s) or POS Transaction(s) to the Credit Union forthwith with interest at the current interest rate being charged by the Credit Union on its Line-of-Credit Loans.
7. The Member accepts responsibility for entry errors made by anyone using the Member's PIN and Card at ATMs or POS Terminals.
8. The Member shall not be liable for debits to the Member's account(s) that result from circumstances beyond his or her control to which the Member has not intentionally contributed. The Member shall be deemed to have intentionally contributed in the following circumstances:
 - (a) he or she has made the Card and PIN available to any third party or has failed to take reasonable precautions to prevent a third party from having access to the Card and PIN;
 - (b) the Member has written the PIN on the Card or has kept the Card and PIN together (or in such manner as to make them available for use together);
 - (c) a PIN selected by the Member is the same or similar to an obvious number combination such as the date of birth, account number or telephone number of the Member;
 - (d) the Member has failed to immediately notify the Credit Union of the loss or disappearance of the card or of the PIN becoming known or available to a third party;
 - (e) the Member failed to comply with any of his or her obligations under this agreement;
 - (f) the Member has in any manner made the PIN available to a third party; or
 - (g) the Member has failed to immediately notify the Credit Union of unusual activity on their account(s) or transactions completed but funds not withdrawn from their account(s).

If the Member contends that he or she is not liable for one or more debits to the account(s), the Member acknowledges that there shall be an onus on him or her to demonstrate to the reasonable satisfaction of the Credit Union that the circumstances in question were beyond his or her control and that he or she did not intentionally contribute to those circumstances.

9. When a Member intentionally contributes to unauthorized use of the Member's PIN and Card, the Member will be liable for the resulting loss. This loss, for each individual transaction, will not exceed the established ATM or POS withdrawal limits. However, in some circumstances, the resulting loss may exceed the actual funds in a Member's account where an account has Line-of-Credit protection, or is linked with another account or other accounts of the Member.

Lost or Stolen Card

10. If the Card is lost or stolen, misused, misplaced or destroyed, by any means whatsoever, or the Member believes the PIN may have become known to someone other than the Member, the Member shall notify the Credit Union immediately:

- (i) **by telephone to the ATM Hotline Number. That number is currently 416-295-9833 or 1-888-738-8812 and may be changed from time to time by the Credit Union. Any subsequent number will be available through direct teller. On receipt of such a telephone notice (or any other oral notice) the Credit Union may cancel the Card forthwith and, if it does so shall notify the Member in writing, and;**
- (ii) **in writing to any Credit Union branch. On receipt of such a written notice the Credit Union shall cancel the Card forthwith and shall notify the Member in writing.**

Deposits

11. The Member agrees to enclose all deposits made by the Member with the Card in a specially marked envelope provided by the Credit Union. When such deposits are made, the Member shall indicate to the ATM the nature and amounts involved in the transaction and the transaction record issued by the ATM shall be in whatever amounts are stated by the Member. Such transaction records are for the Member's records only, and shall not be binding upon the Credit Union. The Credit Union is authorized to open all envelopes so deposited and deal with the contents in the manner in which it usually deals with items deposited by its Members. It is expressly agreed that the Credit Union's count or determination of the contents of the envelope shall be conclusively deemed to be correct and shall be binding on the Member.

Amendment to Electronic Services Card Agreement

12. The Credit Union may amend the terms and conditions of this agreement from time to time, and notice of such amended terms and conditions shall be included in one or more advertising brochures of the Credit Union which are sent to Members periodically and the Credit Union website, and any and all such amendments shall be binding upon the Member.

Limits on Withdrawals or Debits

13. The Credit Union may from time to time institute restrictions in the amount and frequency of withdrawals or debits using the Card.

Termination of the Electronic Services Card Agreement

14. The Credit Union may, at any time, without prior notice, terminate its permission to the Member to use the Card and the PIN. The Card remains the property of the Credit Union and must be returned immediately upon request.

Service Charges

15. The Credit Union shall publish and or post in Credit Union branches or/and Credit Union website a notice of any service charges or fees associated with the holding and using of the Card. The Credit Union may from time to time institute changes to such service charges or fees and the Credit Union shall publish and or post a notice of those changes in Credit Union branches or/and Credit Union website.
16. Use of this Card means acceptance of the above terms and conditions.