



# AGREEMENT GOVERNING THE USE OF A DEBIT CARD FOR HOME EQUITY LINES OF CREDIT

## 1. NAME(S) OF CLIENT/CARDHOLDER(S)

Last Name	First Name	Initial
Last Name	First Name	Initial

## 2. OPTIONS ON DEBIT CARD

Withdrawal limit (max./day) \$1,500.00    Amount available on deposit \$1,500.00    Debit Card limit (daily max. authorized for debit card purchases) \$3,000.00

## 3. PERSONAL IDENTIFICATION NUMBER (PIN)

ENVELOPE, write the envelope number: 

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## 4. AGREEMENT

In consideration of the privilege granted to me by the Laurentian Bank of Canada (the "Bank"), or by virtue of any other agreement that the Bank might conclude with another partner (the "Partner"), to use the services of any automated banking machine ("ABM"), point of sale terminal, or other equipment (individually or collectively referred to as the "Banking Machines") that I can access with a debit card issued by the Bank (the "Debit Card" or "Card") for transaction purposes, I hereby agree to abide by the following terms and conditions:

1. **Confidentiality of the PIN.** I am responsible for the safekeeping of my Card and of my personal identification number ("PIN"). A PIN is a secret numeric password used to authenticate a user on a system. I agree to keep my PIN confidential and to not disclose it to anyone. In particular, I must not inscribe my PIN on my Card or make an inscription of it on an easily accessible document (ex: on a document kept in my wallet or purse). I agree not to use as my PIN a combination of numbers that can be easily discovered such as (but not limited to): personal data (such as a PIN referring to my name, address, phone number, date of birth, Social Insurance Number or a part thereof) or those of a person close to me, or all or part of a number on my Card or my account number.
2. **Removal of equipment.** The Bank or the Partner may, at its sole discretion and without prior notice, remove all or some of its Banking Machines or cancel the use thereof and shall not be liable or responsible for any losses resulting therefrom.
3. **Amendment of the Agreement.** The Bank may, at any time, amend the terms and conditions of and the services covered by this Agreement by posting the amendments on its website or, if I receive a statement, by written or electronic notice. The amendments will enter into effect ten (10) days after the posting date or the date of the notice. The use of my Card after the effective date of an amendment constitutes an acceptance by me of the amendments made to the Agreement.
4. **Cancellation of the Agreement.** The Bank may, without prior notice, cancel the use of my Card or reduce the benefits related thereto (for example, the withdrawal limit, amount available on deposit), should I fail to abide by my obligations under this Agreement. In all other cases, the Bank may withhold or revoke my Card at any time by means of a written notice.
5. **Authorization to debit service charges.** I authorize the Bank to withdraw directly from my account all service charges relating to the Card or Banking Machines. Please refer to the *Cost of Borrowing Disclosure Statement Line of Credit* for all applicable service charges and fees.
6. **Refusal to honour.** I release the Bank of all liability should my Card not be honoured, regardless of the reasons given by the merchant to whom it is presented.
7. **Instructions.** All Banking Machine transactions will be debited from or credited to my account according to my instructions at the time of the transaction. The transaction slip produced and issued by the Banking Machine shall constitute my written instructions.
8. **Verification.** I understand that the contents of the envelopes used for a transaction are subject to the Bank's verification and approval.
9. **Time of transactions.** All transactions carried out before 8:45 p.m. Eastern Time (ET) shall be recorded on the same day. Transactions as of that time shall be recorded on the following day.
10. **Overdrafts.** I cannot make a withdrawal, transfer of funds or pay an amount that exceeds the credit balance in my account, unless I previously reached an agreement to this effect with the Bank.
11. **Daily withdrawal limit.** I cannot make daily withdrawals from an ABM that exceed the limit established by the Bank or any limit specified in the "Options on Debit Card" section.
12. **Withdrawals before verifications.** No amount deposited to my account may be withdrawn through an ABM until it has been verified by the Bank, with the exception of the "Amount Available on Deposit" specified under the "Options on Client Card" heading. Prior to such verification, I may withdraw the lesser of the amount of the deposit or the "Amount Available on Deposit."
13. **Cheques/Instruments Holding Policy.** I agree that, in compliance with its Cheques/Instruments Holding Policy, which is available at b2bbank.com, the Bank may hold funds that result from the deposit of any instrument in my Account.
14. **Proof of transactions.** The Bank's statements and records pertaining to any ABM transactions and the verification of the contents of envelopes inserted into the ABM shall be proof of the executed transactions.
15. **Instructions and guidelines.** I shall comply with the Bank's instructions and guidelines regarding the use of the Card and the ABM. Neither the Bank nor the Partner shall be liable or responsible for any late payments, damage or inconvenience that is a result of the Card's or the ABM's malfunctioning.
16. **Use.** Other than the exceptions provided in section 18, the use of the Banking Machines or the Card is entirely at my own risk and neither the Bank nor the Partner shall be liable or responsible in any way for any accident, assault, theft, loss or damage sustained by me while using an ABM, whether the ABM is located on the Bank's premises or elsewhere.
17. **Loss or theft of a card.** I shall notify the Bank immediately if my Card is lost or stolen or if I suspect that another person knows my PIN, is using my Card or the number on my Card, by contacting the 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.
18. **Cardholder liability for losses.** This section applies to losses that occur at a Banking Machines.
  - A) **Full Liability:** I understand that I am responsible for all transactions made with my authorization, for transactions resulting from entry errors when using ABM, if I make fraudulent or worthless deposits or when I unintentionally contribute to an unauthorized use if I do not subsequently cooperate with the Bank or another investigative body.
  - B) **Limited Liability:** I am responsible for losses up to my daily limit for each day losses occur when I contribute to an unauthorized use of my Card, for example, when I do not respect the undertakings of sections 1 and 17. I can however be responsible for losses that exceed my account balance if I have a line of credit or if the withdrawal is made subsequent to a fraudulent deposit or worthless deposit.
  - C) **No Liability:** I am not responsible for losses due to technical problems, the Bank's errors or system malfunctions. I am not responsible for losses occurring after the Card have been reported lost or stolen, the Card is cancelled or I have reported someone else knows my PIN. I am not responsible for losses attributable to a non-authorized use of my Card when I have respected the conditions of sections 1 and 17 and the transactions leading to the losses are made in a situation independent from my free will, including when I involuntarily contribute to the situation, provided that I collaborate with the Bank in any related investigation.
19. **No liability for quality of merchandise.** I release the Bank of all liability with respect to the quality of the merchandise or the rendering of services obtained using the Card. Any disputes with a merchant shall be settled directly between the undersigned and the merchant.
20. **Limit changes.** Subject to the Bank's approval, I may change the limits provided for in paragraphs 11 and 12 above over the telephone. All such changes shall have the same legal implications as though I had signed a document to this effect.
21. **Contacting the Bank about a problem.** I undertake to comply with the following process to report any unauthorized transaction:
  - a) If any problem whatsoever is encountered when performing a transaction using my Card, I will first attempt to resolve the problem by calling (514) 252-1846 in Montreal or at 1-800-LBC-1846 elsewhere in Canada, 24 hours a day, 7 days a week.
  - b) When the problem cannot be resolved following the initial request, I will obtain from the Bank's representatives the "B2B Bank Problem Resolution Process", which explains how to file a complaint or forward comments.
22. **Language.** I have requested this application form and all other documents relating hereto to be in English. J'ai exigé que ce formulaire et tous les documents y afférent soient rédigés en anglais.
23. **Agreement.** This Agreement adds to, but does not substitute itself to, any other agreement and terms and conditions governing any other account that I now have, or may have in the future, with the Bank.
24. **Canadian Code of Practice for Consumer Debit Card Services.** The Bank voluntarily adheres to the Canadian Code of Practice for Consumer Debit Card Services and provides a level of consumer protection similar to that provided by this Code.

I agree to abide by the additional obligations relating to the use of a debit card that I have read on this form, a copy of which was given to me on this day by the Bank. I will use my Card responsibly and in accordance with the terms and conditions imposed by this Agreement or any other terms and conditions which the Bank may issue from time to time.

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SIGNATURE OF CLIENT/CARDHOLDER

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DATE

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SIGNATURE OF CLIENT/CARDHOLDER

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DATE