

IMPORTANT – Please read this document carefully and keep it for reference purposes. EFFECTIVE AUGUST 1, 2019.



OPEN CREDIT CONTRACT FOR THE VISA* DESJARDINS U.S. CARD

Desjardins credit card: Visa Desjardins U.S.

INFORMATION BOX — OPEN CREDIT CONTRACT FOR THE USE OF A CREDIT CARD (*Consumer Protection Act*, section 125)

Approved credit limit	The approved limits for your credit card are included in the document that you received with your new credit card.		
Annual credit rate	19.40% for regular purchases. 19.40% for cash advances.		
Grace period	21 days If you pay the total balance on your account statement in this time, we will not charge interest fees on this amount. We calculate this grace period starting from the date the statement is issued. Exception: No grace period for cash advances We charge interest on cash advances starting on the transaction date. The following transactions are considered cash advances: withdrawals at ATMs or at a caisse, cheques, overdraft transfers, etc.		
Minimum payment for each billing period	Whichever is higher: <ul style="list-style-type: none"> • 5% of your total balance of regular purchases, cash advances and the interest calculated on this balance Or <ul style="list-style-type: none"> • \$10 Plus any past due amounts.		
Other fees	Annual fees	Primary card	Additional card
	Visa U.S.	US\$30	No fee
	Conversion fees on transactions in foreign currency If transactions in a foreign currency are charged to your account other than US dollars, we will convert them into US dollars. The following fee will apply: 2.5% of the transaction amount, after it has been converted into US. For example, if a Canadian dollar transaction is converted into US\$100 , you would be charged US\$2.50 . We apply the exchange rate in effect on the transaction date. This rate is set by the credit card payment network.		

This table does not contain all of the information about your credit card. See your credit card contract for more information.

For the purposes of this contract, the cardholder and additional cardholder(s) are collectively designated by the term “the cardholder”. When the cardholder is issued a credit card (the “card”) by the Fédération des caisses Desjardins du Québec («Desjardins») and signs the card bearing his name, uses it for the first time or authorizes its use by a third party, he accepts the following terms of use and is solidarily liable for any indebtedness incurred through the use of the card, any indebtedness being recoverable in full from his heirs, legatees and assigns. This acceptance also signifies the cardholder’s acknowledgment of the request for the issuance of a card, regardless the form of signature used.

1. DEFINITIONS

In this contract, the following terms are ascribed the following meanings:

accessible device: automated teller machine, point-of-sale equipment, Touch-Tone telephone connected to a Touch-Tone line, computer or any other device enabling a cardholder to carry out transactions with the card;

card: any credit card issued by Desjardins to the cardholder or a third party authorized by the former, whose use is governed by this contract and by any amending or superseding contract thereof;

cash advance: advance of cash obtained using the card;

contactless technology: technology which allows a cardholder to make a payment using the card at participating merchants for an amount determined by the merchant without having to enter or swipe the card in point-of-sale equipment; this technology allows the cardholder, for example, to simply “wave” the card or, where Desjardins allows, an eligible mobile device for which the card has been set up, in front of the point-of-sale equipment without having to sign a transaction slip or enter a PIN number;

interest rate: the rate used to calculate interest charges;

online account statement: an account statement the cardholder can visualize through a Web site or an application authorized by Desjardins;

PIN: a personal and confidential identification number the cardholder must use with his card; for the purposes of this contract, it is agreed that the PIN is personal, confidential and distinct for each cardholder and each of the joint cardholders.

point-of-sale equipment: electronic terminal equipped with a card reader and a keyboard to carry out transactions with a card (ex.: point-of-sale terminal);

regular purchase: purchase of a good or service using the Desjardins card;

signature: method used by the cardholder to indicate his consent, regardless of whether that indication be handwritten, electronic or verbal;

transaction record: record given by certain accessible devices confirming a purchase or a cash advance made by the cardholder with his card;

unauthorized transaction: transaction made after **1)** the cardholder has reported his card lost or stolen, **2)** the card has been cancelled or declared expired, **3)** the cardholder, pursuant to this contract, has reported that another person may be aware of his PIN, **4)** the cardholder was forced, under threat, to hand over his card or to give his PIN to a third party, subject to the cardholder filing a complaint with the police authorities, notifying Desjardins forthwith and collaborating with any subsequent investigation or **5)** the cardholder had his PIN stolen without his knowledge;

2. EXCHANGE RATE RISK

The cardholder acknowledges that at his explicit request, this Open Credit contract is granted to him in US dollars, and that any transaction carried out using or in respect of the card shall be in US dollars. The cardholder shall therefore assume all exchange rate fluctuation risks, where applicable.

3. USE OF CREDIT

The card allows its cardholder to obtain credit:

- a) for the payment of a regular purchase or in the form of cash advances;
- b) by any other means Desjardins may establish.

The card may not be used as payment for any illegal purchase. Desjardins reserves the right to suspend use of the card without notice if it suspects any form of illicit, unauthorized or fraudulent use of said card.

4. MAXIMUM CREDIT AMOUNT

Any use of credit established in Section **3** is subject to a credit limit in US dollars, the amount of which is indicated on the document to which your card is attached at the time of receipt and on your account statement. Either limit may be increased, at the discretion of Desjardins, upon request from the cardholder, or revised downward if Desjardins deems it appropriate after having analyzed the cardholder’s file. Any cash advance, or purchase which results in the applicable credit limit being exceeded shall in no way be regarded as a request to increase the credit limit. In compliance with the regulations in effect, any cash advance, cheque or regular purchase that results in your credit limit being exceeded may be temporarily authorized by Desjardins, without any obligation on its part, and cannot, in any case, be regarded as a request to increase your credit limit, nor can it result in such an increase of your credit limit.

5. ANNUAL FEES

Annual fees of **US\$30** shall be payable for the Visa Desjardins U.S. card. However, no fees shall be payable for obtaining an additional card, provided the number thereof is limited to **3**. The amount payable under this section is deemed to be a regular purchase for the purposes of Section **10** and will be charged to the cardholder’s account when one or more cards are issued and at each subsequent anniversary of the date of issuance. In the event that the card is cancelled, the amount payable under this section shall be non-refundable.

6. STATEMENT OF ACCOUNT PERIOD

One or more statements of account in paper or electronic format will be sent to the cardholder every month.

7. MINIMUM PAYMENT FOR EACH BILLING PERIOD

The cardholder shall reimburse Desjardins, in US dollars, for all amounts due as a result of using the card as well as applicable credit charges, in accordance with the terms and conditions of this contract.

The cardholder shall pay in one payment, at the latest, by the due date shown on the statement of account for a given period:

- a) at least **5%** OF THE TOTAL **1)** of the balance shown on the statement of account for the previous period; **2)** of the regular purchases during the period covered by the statement of account; **3)** of the cash advances during the period covered by the statement of account; **4)** of the applicable credit charges on regular purchases that have not been paid on the due date shown on the statement of account for the previous period and; **5)** of the credit charges on cash advances; LESS; **6)** the payments received since the date of the statement of account for the previous period, and **7)** the amount of any transaction that has led to an adjustment during that period; or **US\$10**, if **5%** of the previously determined amount is less than **US\$10**;

- b) any overdue amount on the date of the statement of account; and

- c) any other amount which Desjardins may notify the cardholder to pay.

All amounts owing hereunder are repayable in whole or in part by the due date, without penalty.

8. APPLICATION OF PAYMENTS

Payments are used to cover, in this order: **1)** credit charges; **2)** cash advances from a previous period; **3)** regular purchases that carry credit charges; **4)** cash advances during the statement period; **5)** regular purchases recorded during the statement period.

9. DEADLINE FOR PAYMENT WITHOUT CREDIT CHARGES

The cardholder may pay the total amount due on the statement without incurring credit charges, within **21** days from the issuance date of the monthly statement, except in the case of cash advances.

10. INTEREST RATES AND CALCULATION OF CREDIT CHARGES

a) Regular purchases: interest charges shall not apply to regular purchases appearing on the statement of account provided the statement's total balance is paid in full by the due date shown on the statement. Otherwise, the regular purchases appearing on the statement shall be subject to interest charges in US dollars based on the average daily balance from the date of each purchase until the purchases have been paid in full, at the annual interest rate in effect during the period covered by the statement of account. However, if the balance indicated on a subsequent statement is paid in full by the due date shown, purchases not yet paid shall be exempt from interest charges for the period for which full payment has been made.

Annual interest rate: **19.40%**.

b) Cash advances: all cash advances are subject to interest charges in US dollars based on the daily average balance starting from the date they are made, at the annual interest rate applicable for the period covered by the statement of account.

Annual interest rate: **19.40%**.

In all cases, any reversal of payment and any dishonoured payment made by cheque or by preauthorized debit will generate interest charges at the applicable rate as established in this section, as if the payment had never been made.

TABLE OF EXAMPLES OF CREDIT CHARGES FOR A 30-DAY BILLING CYCLE

	ANNUAL INTEREST RATE	AVERAGE DAILY BALANCE		
		\$100	\$500	\$1,000
Regular Interest Rate	19.40%	\$1.59	\$7.67	\$15.95

We calculate interest according to the annual interest rate in effect, as set out in the *Consumer Protection Act* and the *Regulation Respecting the Application of the Consumer Protection Act*.

11. LATE PAYMENT CHARGES

Should the cardholder fail to make the minimum payment required on the due date shown on his statement of account under the heading Minimum Payment Due, he agrees to pay in US dollars, on any unpaid amount (as defined in Section **10**) interest charges calculated at the regular rate of the card applicable to regular purchases and cash advances, namely **19.40%** per year. This annual interest rate is applicable regardless of the way the credit obtained is used.

12. ONLINE ACCOUNT STATEMENT

a) Registration for the online account statement automatically puts an end to the mailing of the paper version of the account statement. If the date of registration for the online account statement is too close to the date the cardholder's account statement is processed, a statement may be sent by mail to the cardholder only and will not necessarily be available in electronic format. Subsequent account statements will be available in electronic format only.

b) The cardholder acknowledges that the online account statement has the same value as the paper version of the account statement and that it constitutes sufficient written proof in any legal proceedings. The cardholder acknowledges that he is responsible for accessing his online account statement, consulting it and saving it for later viewing, if applicable.

c) The cardholder acknowledges that Desjardins shall not be liable for damages resulting from the inability to view the online account statement caused by actions beyond the control of Desjardins, including equipment breakdown and problems related to the Internet provider. If the cardholder cannot view his online account statement, he must contact Desjardins immediately.

d) Desjardins may, at any time, suspend the electronic presentation of the online account statement and send it by mail.

13. COMMUNICATIONS WITH CARDHOLDER

Should Desjardins have any questions regarding the cardholder's account/card, the cardholder specifically authorizes Desjardins to contact him at his place of business or at any other coordinates, at the discretion of Desjardins. This authorization also includes communications via text message using a mobile device or via email to any electronic address, the coordinates of which appear on the cardholder's account.

14. AMENDMENTS TO THE TERMS OF THE OPEN CREDIT CONTRACT

Desjardins reserves the right to increase the aforementioned interest rates. Desjardins also reserves the right to amend the terms of this contract. In either case, the cardholder will receive written notice at least **30** days before the amendment comes into effect. However, the cardholder may refuse this amendment and terminate this contract without cost or penalty by sending Desjardins a notice to such effect **30** days following the effective date of the amendment if the amendment leads to an increase in his obligation or a reduction of Desjardins's obligation, in which case the cardholder will pay the balance owed according to the terms of this contract.

15. USE OF PIN

a) Genuine signature: The cardholder acknowledges that the joint use of his card with his PIN is the same as his genuine signature to enable him to carry out, through an accessible device, cash advances and purchases, as applicable, as provided for under this contract.

b) Selection and confidentiality of PIN: When a cardholder selects his PIN, he undertakes not to select an obvious number (ex.: date of birth, telephone number, social insurance number, health insurance number, driver's permit number), in which case he shall be presumed having contributed to the unauthorized use of his card and shall assume all liability thereof, if any. The cardholder further undertakes not to disclose his PIN to anyone in anyway whatsoever, nor to write it on his card or any other easily accessible document, in which case he shall also be presumed having contributed to the unauthorized use of his card and shall assume all liability thereof, if any.

c) Liability: Should the cardholder notice the loss of confidentiality of his PIN or as soon as he suspects a third person of knowing his PIN, he undertakes, to continue to make purchases or get cash advances, to modify his PIN immediately or, if he is unable to do so, to notify Desjardins of this situation. Any transaction made after such modification to a PIN is no longer considered an unauthorized transaction as defined in this contract. When unauthorized transactions are made with the cardholder's card, the cardholder cannot be held liable for these transactions. The cardholder acknowledges that Desjardins cannot be held liable for damages, including monetary losses, resulting from the impossibility of using an accessible device due to a malfunction, temporary failure or misuse, nor to any other interruption of the devices caused by acts out of Desjardins's control, including labour conflicts and equipment failure.

16. CARD VALIDITY

The cardholder agrees not to use the card before the validity date or after the expiry date indicated on the card.

17. CANCELLATION OF CARD

As the card remains the property of Desjardins, the latter reserves the right at any time to rescind the current authorized credit limit, to revoke the card and take possession thereof or have it repossessed, and to cancel, in full or in part, one or more services provided by the card, or to deny access to said services without prior notice to the cardholder. Desjardins shall not be held liable in this or in any other event.

18. RESPONSIBILITY OF DESJARDINS

Desjardins cannot be held responsible for the refusal of a merchant to honour the card nor for the modification, cancellation or replacement of the card's advantages or discounts by a supplier.

19. LOSS OR THEFT OF CARD

If a card is used without the cardholder's authorization following the loss or theft of the card, the cardholder's liability is limited to a maximum of **US\$50** and all liability ceases when Desjardins is notified of the loss or theft of the card.

20. CARD NOT PRESENT TRANSACTION AND CONTACTLESS USE OF THE CARD

The cardholder agrees that when he carries out a transaction without presenting his card and by simply providing the merchant with his credit card number, (for example, transactions made over the telephone or online transactions) he bears the same responsibilities as would be the case if the transaction was completed by signing a transaction slip or entering his PIN number in an accessible device. Any transaction carried out via contactless technology, including via a mobile device, is equivalent to using the card.

21. DISPUTES

Desjardins assumes no liability whatsoever for the quality of the goods or services obtained using the card and all claims or disputes concerning sales drafts or credit vouchers, requests for refunds, etc., should be settled directly between the cardholder and the merchant. A cardholder may also contact Desjardins if he wishes to contest a transaction that appears on the monthly statement of account.

22. CREDIT VOUCHERS

Any credit voucher will be credited to the cardholder's account on the day it is received by Desjardins, and the cardholder's obligation to pay that amount ceases on that day.

23. CURRENCY CONVERSION SERVICE

All purchases or cash advances made in a currency other than US dollars are payable in U.S. currency converted at the exchange rate in effect as determined by Desjardins or its provider on the date the purchase or cash advance is processed.

The cardholder shall pay a currency conversion charge of **2.50%** (**US\$2.50** per **US\$100** spent) on any amounts recorded in the cardholder's account in foreign currencies and converted into US dollars. The amount payable in exchange rate charges and the currency conversion charge is deemed to be a regular purchase within the meaning of Section **10** of this contract and will be charged to the cardholder's account on the date the currency is converted.

In the event that a foreign currency conversion transaction is credited to the cardholder's account, the transaction will be converted in U.S. currency at the exchange rate in effect as determined by Desjardins or its provider on the date the credit is processed, deduction made of the currency conversion charge of **2.50%** (**US\$2.50** per **US\$100** spent). This could for example cause the amount of a debit for a purchase to exceed the amount of the corresponding credit in Canadian currency for a refund or return of such purchase, since the exchange rate in effect on the date of the credit may be different from the exchange rate in effect on the date of the purchase.

24. SOLIDARITY LIABILITY

If the card is issued in the name of more than one cardholder on the same account, their obligations are conjointly and solidary and may be claimed in full from their respective heirs, legatees and assignees.

25. PROOF

The cardholder agrees and accepts that his monthly statement of account constitutes conclusive proof of indebtedness and agrees to pay the indebtedness shown on his monthly statement of account in accordance with the terms of this contract.

The cardholder also agrees and accepts that the transaction record issued by an accessible device constitutes proof that the transaction he has carried out has been correctly recorded. In the case of a card-not-present or contactless transaction, as indicated under Section **20** of this contract, the cardholder agrees that the entry of the transaction on his monthly account statement will constitute proof that the transaction was carried out. Desjardins is not responsible for providing other proof of transactions, unless the cardholder requests it to avoid or settle a dispute within the meaning of this contract, and that in such case, he provides Desjardins with a transaction record confirming the purchase or the cash advance. The cardholder agrees that any equivalent data support on which the data pertaining to the transactions made is stored constitutes sufficient written proof for all legal proceedings.

26. PERSONAL INFORMATION

Desjardins establishes a file in the cardholder's name for the purpose of allowing him to receive financial services related to the different credit and payment services. The personal information in this file is kept on the premises of Desjardins or its representatives and is consulted by their employees when this is justified in the performance of their duties. Desjardins may also create nominative lists of its cardholders and share them with third parties for business prospecting purposes. The cardholder may exclude his name from nominative lists constituted by Desjardins. Moreover, the cardholder has the right to know the contents of his file and to have any inaccurate information corrected. For all these requests, the cardholder must write to Customer Service (PRP), P.O. Box **8600**, Centre-Ville Station, Montréal (Québec), **H3C 3P4**. The cardholder is also entitled to access his file and have it rectified by making a written request to the personal information agent.

The cardholder agrees that Desjardins may obtain and update, from any personal information agent, financial institution, employer or credit card issuer ("Third Parties"), any information required for the subject of its file, i.e., the provision of financial services relating to various credit and payment services, in order to prove his solvency and to review his commitments to Desjardins within the context of his business dealings with it. The cardholder authorizes any Third Parties to disclose such information to Desjardins, even though said information may be found in an inactive or closed file. The cardholder agrees that Desjardins may disclose to any personal information agent, financial institution and credit card issuer any financial commitments towards Desjardins arising from the use of the credit card.

27. INFORMATION KEPT IN THE UNITED-STATES

For the purposes of issuing and managing the card in US dollars, Desjardins calls upon a provider established in the United States. The cardholder therefore understands that by requesting and using the card, information on him may be processed and kept in the United States. The cardholder is correspondingly advised that the governments, tribunals and regulatory bodies of the United States may be able to obtain the disclosure of his information under the applicable laws of the United States.

28. DATA TRANSMISSION TO CERTAIN THIRD PARTIES

The cardholder agrees that Desjardins may collect information from entities involved in a credit card transaction, including merchants, Visa Inc. or Mastercard International Inc., their subsidiaries, agents, employees and mandataries, and disclose said information to these entities when required for processing, authorizing or authenticating a transaction. The cardholder understands and agrees that this information may include the type of device used to make a remote transaction, as well as their IP address.

29. RECURRING PRE-AUTHORIZED TRANSACTIONS

The cardholder agrees that Desjardins may contact merchants that the cardholder has authorized to make recurring transactions (e.g., monthly subscriptions for newspapers, fitness centers, etc.) in order to disclose the new credit card number and expiry date, each time that a new credit card is

issued to the cardholder. The cardholder accepts that each merchant will use this updated credit card information to continue the recurring transactions. The cardholder understands and accepts that not all merchants are eligible to receive these updates and that it is the cardholder's responsibility to make sure that each merchant has the updated credit card information. The cardholder may withdraw from this update service by calling **1-855-898-8472**.

30. CURRENCY EXCHANGE IN THE EVENT OF COLLECTION

If collection measures are taken or a judgment is obtained, the cardholder acknowledges that Desjardins may, at its sole discretion, convert the amount at the exchange rate in effect at the time the measures are taken, on the date of the judgment, or on any other date it may deem appropriate. Should the exchange rate in force change between the conversion date and the date on which the amount owing is paid, the cardholder shall, on the payment date, pay Desjardins any additional amount that may be required so that the amount paid in Canadian dollars on that date is equal, after being converted at the exchange rate on the payment date, to the amount then owing in US dollars. Any amount owing by the member pursuant to the above shall be a distinct debt, and shall not be affected by a judgment obtained in respect of any other amount owing as a result of or pursuant to this contract.

31. EXCHANGE RATE

For the purposes of Section **30**, the expression "exchange rate" means the Bank of Canada's official exchange rate at noon ("US/CAN noon rate") in force on the day of the exchange, where applicable, plus any payable conversion premium and fee. If the Bank of Canada's official noon rate is not available on the conversion date, Desjardins may decide, at its sole discretion, that the conversion will be carried out at the exchange rate of the day immediately before or after the conversion date for which a rate is available.

32. ADDITIONAL INFORMATION

For further information regarding the Contract for your credit card, please call us at **1-855-898-8472**.

33. FORFEITURE OF BENEFIT OF THE TERM

In the event that the cardholder breaches any condition stipulated in this contract, including without limitation, where the cardholder fails to make payments by the due date in accordance with any mode of financing he will have used, as defined in Section **1** of this contract, then Desjardins, subject to the *Consumer Protection Act*, may require immediate repayment of all the amounts owed by the cardholder, regardless of whether they are due and payable.

34. CLAUSES REQUIRED UNDER THE CONSUMER PROTECTION ACT (SECTION 125)

These provisions apply only if the cardholder is a consumer as defined by the Act.

Clause of forfeiture of benefit of the term

Before availing himself of this clause, the merchant must forward to the consumer a notice in writing and, unless he is exempted in accordance with section **69** of the General Regulation, he must forward to him a statement of account.

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

- a) either remedy the fact that he is in default;
- b) or present an application to the Court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104** to **110** of the *Consumer Protection Act* (chapter **P-40.1**) as well as to section **69** of the General Regulation made under that Act and,

where necessary, to communicate with the Office de la protection du consommateur.

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 defence 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 payare 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.

