

Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

Terms, Conditions and Definitions for the Amway Visa® Prepaid Card

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which a personalized Amway Visa Prepaid Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card” means personalized Amway Visa Prepaid Card issued to you by PACE Savings & Credit Union Limited (“PACE”). “Personalized Card” means the Amway Prepaid Visa you received that includes your personal information on the Card front. “Issuer” means PACE. “Card Account” means the records we maintain to account for the value, in Canadian dollars, associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean PACE, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. You will not receive any interest on your funds in the Card Account. The Card will remain the property of PACE and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Our business days are 7 days a week, 24 hours a day. Please read this Agreement carefully and keep it for future reference.

Obtaining Your Card

When you open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other documents including photo identification.

Secondary Cardholder

You may request an additional Card for another person. The maximum number of additional Cards permitted is one (1). You just notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person’s use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize.

Authorized Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with your Card Account. However, you will be prompted to create a PIN once you have activated your Card with your personal information. Your PIN is a security feature that functions as your signature, identifying you as the proper user of the Card and authorizing any transaction made with the Card. You shall not reveal the PIN to unauthorized users of the Card and you assume full responsibility for any and all transactions made by such unauthorized users. If you voluntarily give your Card and/or PIN to another person, you have authorized such person to use your Card and access your Funds, and you will be responsible for their use of your Card. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

Using Your Card/Features

The maximum amount that can be spent on your Card per day is \$2,500.00. The minimum value of your Card is restricted to \$1.00. The maximum value of your Card is restricted to \$7,500.00.

Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, which requires entry of a PIN and that bears the Visa® brand marks. All ATM transactions are treated as cash withdrawal transactions. The maximum cumulative amount that may be withdrawn from an ATM is \$500.00 per day or the balance of your card, whichever is less. Any funds withdrawn from a POS device or through a participating bank (over the counter withdrawal) will be subject to the maximum amount that can be spent on your Card per day.

Loading Your Card

You may only add funds to your Card upon successfully registering your card holder information online via amway.hyperwallet.com. You may not load additional funds to your Card, called “value loading.” Only your ‘Program Sponsor’ may load additional funds to your Card. The minimum amount of the initial value load is \$1.00. The maximum amount of the initial value load is \$7,500.00. The minimum amount of each value reload is \$1.00. The maximum amount of each value reload is \$7,500.00. You will have access to your funds within twenty-four (24) hours of receiving the Card loading file from your Program Sponsor.

You may use your Card to purchase or lease goods or services wherever Visa prepaid cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions whereby you would use the Card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender. If you use your Card at an automated fuel dispenser (pay at the pump), the merchant may preauthorize the transaction amount up to \$125.00. If your Card is declined, even though you have sufficient funds available, pay for your fuel purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% to ensure there are sufficient funds available to cover tips or incidental expenses incurred. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for any illegal transaction. Each time you use your Card, you authorize us to reduce the value available on your Card Account by the amount of the transaction and any applicable fees.

You are not allowed to exceed the available amount on your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. You do not have the right to stop payment on any purchase or payment transaction originated by the use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to ninety (90) days.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds.

Charges Made in Foreign Currencies

The Balance is in Canadian currency and is intended for transactions in Canadian currency only. If a transaction is made on your Card in a currency other than Canadian currency, you authorize us to charge against your Balance the Bank’s cost in Canadian currency of obtaining the transaction amount in foreign funds, determined on the day we process the transaction, plus an administration fee of 3% of the converted amount of the transaction. You authorize us to deduct from the amount of any credit to your Card, which we receive in foreign currency, the Bank’s cost of obtaining Canadian funds, plus an administration fee of 3% of the converted amount of the credit.

Receipts

You should always get a receipt at the time you make a transaction using your Card. You agree to retain your receipts to verify your transactions.

Card Account Balance/Periodic Statements

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account online or by calling Canada Toll Free: 1-833-274-9111;

Worldwide:001-604-227-1678.

Statements in electronic format will be made available free of charge at amway.hyperwallet.com during each month in which a transaction occurs.

Fee Schedule

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Anytime your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount.

Card Usage (fee descriptor)	Fee Amount
Activation Fee:	\$ 1.95 (one-time fee)
Domestic ATM Withdrawal Fee:	\$ 1.50 (per transaction)
International ATM Withdrawal Fee:	\$ 3.50 (per transaction)
Over The Counter Cash Withdrawal:	\$ 5.00 (per transaction)
ATM Decline Transaction Fee:	\$ 0.25 (per transaction)
ATM Balance Inquiry Fee:	Two (2) at no charge per calendar month; each additional \$ 0.25
Currency Conversion Fee:	You may be charged a fee of up to 3.00% of the converted Canadian dollar amount of any transaction made in a currency other than Canadian dollars.
Service Fee:	\$ 3.00 (assessed monthly if no Card transactions or loads have occurred onto a Card for a period of ninety (90) consecutive days)
Replacement Card Fee:	\$ 6.95 (per request to replace a Card for any reason except card expiration)
Expedited Card Fee:	\$ 30.00 (per request to replace a Card for any reason, in an expedited time frame)
Card Account Liquidation Fee:	\$ 15.00 (charged if a check is issued for funds on your Card Account)

Tolerance

When using your Card in restaurants, drinking establishments, hair/personal services salons, or other establishments where tipping is common, please be aware that the proprietor might secure an authorization/approval on the Card for a set limit above the final amount authorized by the cardholder. The entire secured amount may remain unavailable for up to ten (10) days. This is done to take into account a tip/gratuity; however, only the amount the cardholder authorizes will ultimately be deducted from the value of the Card. Hotels, car rental agencies, and cruise lines may also secure an authorization/approval on the card at an estimated amount above the final amount authorized by the cardholder. This is done to ensure that adequate funds are available to cover the final purchase. Because these authorizations may be greater than the Available Funds on your Card, the transaction may be declined

Confidentiality

We may disclose information to third parties about your Card or the transactions you make:

1. Where it is necessary for completing transactions;
2. In order to verify the existence and status of your Card for a third party, such as merchant;
3. In order to comply with government agency, court order, or other legal reporting requirements;
4. If you give us your written permission; or

5. To our employees, auditors, affiliates, service providers, or attorneys as needed.

In all cases, the provisions of applicable federal or provincial laws regulating disclosure of personal information will take precedence.

Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
2. If a merchant refuses to accept your Card;
3. If an ATM where you are making a cash withdrawal does not have enough cash;
4. If an electronic terminal where you are making a transaction does not operate properly;
5. If access to your Card has been blocked after you reported your Card lost or stolen;
6. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
7. If we have reason to believe the requested transaction is unauthorized;
8. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
9. Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers

Contact "Card Service" at calling Canada Toll Free: 1-833-274-9111; Worldwide: 001-604-227-1678 at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call Card Service immediately. If you notify us within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.

Under Visa Inc. Bylaws and Rules, your liability for unauthorized Visa transactions on your Card Account is \$0 if you notify us promptly and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once.

If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any network, regulator or other association having jurisdiction over the movement or settlement of transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, provincial or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the Province of Ontario except to the extent governed by federal law.

Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Information about Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call Cardholder Services or write to Amway Visa Prepaid Card Dept. Hyperwallet Systems Inc., 1200-475 Howe St., Vancouver, BC V6C 2B3.

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after the FIRST statement was made available to you on which the problem or error appeared.

1. Provide your name and Card number (if any);
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information; and
3. Provide the dollar amount of the suspected error. If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we may credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we will not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting:

Amway Visa Prepaid Card Dept.

Hyperwallet Systems Inc.
1200-475 Howe St.,
Vancouver, BC V6C 2B3
Canada Toll Free: 1-833-274-9111;
Worldwide:001-604-227-1678

English Language Controls

This translation is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. The translation may not accurately represent the information in the original English.

This Prepaid Visa is issued by PACE Savings & Credit Union Limited. pursuant to a license by Visa Inc.

PACE Savings & Credit Union Limited. is a registered TPA of Visa Inc.