

Checklist – Rules for Merchant Websites

In order to comply with payment network rules and applicable laws, your website, payment process and transaction records must contain certain elements.

This checklist has been provided for your information and is meant solely as a guide for your analysis. It does not replace the need to independently ensure that your website complies with all applicable contractual and legal requirements.

A.- Rules applicable to merchant websites

| | On your website you must: |
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| A.1 | Provide your contact information so purchasers can contact you: <ul style="list-style-type: none"> • Corporate name (legal name) and any other name you use • Street address • Telephone number • Fax number (if applicable) • Email address • Web address (URL) |
| A.2 | Provide a detailed description of each item or service selected by purchasers, including features and technical specifications. |
| A.3 | Provide an itemized price list for the items or services selected by purchasers, including associated costs (e.g., delivery fees), as well as any additional charges payable under an Act (e.g., taxes). |
| A.4 | Provide a description of any possible additional charges payable to a third party, whose amounts cannot reasonably be determined (e.g., customs duties and brokerage fees). |
| A.5 | Present the total amount to be paid by purchasers under the contract and, if applicable, the amount of instalments, the rate applicable to the use of an incidental item or service and the terms of payment. |
| A.6 | Indicate that your products or services are sold in Canadian currency; if they are sold in another currency, indicate this currency. |
| A.7 | Indicate the date on which, or the time within which, your principal obligation must be performed (e.g., if furniture is ordered, the principal obligation is to deliver the furniture). |
| A.8 | When applicable, provide the conditions of cancellation, termination, return, exchange and refund. If cancellation, termination, return, exchange or refund is not possible, indicate so. |
| A.9 | When applicable, provide the mode of delivery, the name of the carrier, and the date and location of delivery. |
| A.10 | Provide all other applicable restrictions and conditions in the contract. |
| A.11 | Display the logos of accepted credit cards. |
| A.12 | Provide your terms and conditions (cardholders must accept them by checking a box). |

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| A.13 | Provide your privacy policy. |
| A.14 | If applicable, advise purchasers that the information provided may be transited through another country (e.g., if the payment platform involves transiting information through the United States). |
| A.15 | Comply with PCI DSS, if the payment page is not hosted. |
| A.16 | Allow purchasers, after selecting items and entering their information, to review all of the information related to the sale to confirm that they are in agreement. Purchasers must also have the opportunity to correct any errors. |

B.- Additional rules for websites where merchants offer Accord D

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| | If you offer Accord D financing on your website, you must: |
| B.1 | <p>Offer purchasers the possibility of:</p> <ul style="list-style-type: none"> • paying the entire amount immediately in accordance with the usual payment methods; • financing the purchase with Accord D. |
| B.2 | Specify clearly to purchasers that Accord D financing is only available using Visa Desjardins cards or the store's private-label card (if applicable). |
| B.3 | <p>If purchasers select the Accord D financing option, have them check the box indicating that they accept the following conditions:</p> <p>French version:</p> <p><i>« En cochant la présente case en guise de signature, si la demande de financement dépasse la limite de crédit Accord D disponible, vous demandez que votre limite de crédit soit augmentée d'un montant égal à celui requis pour autoriser la transaction. »</i></p> <p><i>De plus, vous acceptez par le fait même d'être lié par les modalités particulières de financement qui vous ont été présentées. »</i></p> <p>English version:</p> <p>"By checking this box instead of signing, if the financing amount you requested exceeds your available Accord D credit limit, you request that your credit limit be increased by the amount required to authorize the transaction.</p> <p>By checking this box, you also agree to the financing terms and conditions."</p> |
| B.4 | <p>Offer a choice of Accord D plans or assign one by default if purchasers choose the financing option.</p> <p>In all cases, you must clearly present the terms of the plan(s) by indicating for each financing plan:</p> <ul style="list-style-type: none"> • The total amount financed • The type of financing (deferred payment financing or equal payment financing) • The grace period (number of months before the first payment must be made for deferred payment financing) • The term (number of monthly instalments and their amount for equal payment financing) • The amount of each instalment (for equal payment financing) • The applicable interest rate • If the financing is billable to purchasers only upon delivery, this must be indicated |

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| B.5 | <p>Manage your shopping cart according to the plans offered using one of the following methods:</p> <ul style="list-style-type: none"> • Require purchasers to remove from the shopping cart any incompatible items if the financing option is selected. Items are incompatible if they are not all applicable to the same Accord D financing plan. • Allow separate payments for each financing plan, and if applicable, for the portion payable immediately (e.g., taxes, accessories). |
| B.6 | <p>Suggest that purchasers contact Desjardins if they would like to use Accord D financing but do not have a Desjardins card or their Accord D limit is insufficient:</p> <ul style="list-style-type: none"> • Include this link on the site: http://www.desjardins.com/ca/personal/loans-credit/visa-desjardins-credit-cards/privileges-services/accord-d-financing/index.jsp |
| B.7 | <p>Allow purchasers, after selecting items and entering information, to review all of the information related to the sale to confirm that they are in agreement. Purchasers must also have the opportunity to correct any errors.</p> <p>In addition, indicate to purchasers that they have selected Accord D financing and indicate the terms of the financing:</p> <ul style="list-style-type: none"> • The total amount financed • The type of financing (deferred payment financing or equal payment financing) • The grace period (number of months before the first payment must be made for deferred payment financing) • The term (number of monthly instalments and their amount for equal payment financing) • The amount of each instalment (for equal payment financing) • The applicable interest rate • If the financing is billable to purchasers only upon delivery, this must be indicated <p>The legal texts must be posted as written and must never be modified: « Si la demande de financement dépasse la limite de crédit Accord D disponible, vous demandez que votre limite de crédit soit augmentée d'un montant égal à celui requis pour autoriser la transaction.</p> <p>De plus, vous acceptez d'être lié par les modalités particulières de financement qui vous ont été présentées. »</p> <p>"If the financing amount requested exceeds the available Accord D credit limit, you requested that your credit limit be increased by the amount required to authorize.</p> <p>In addition, you agree to the financing terms and conditions presented to you."</p> |

C.- Rules for purchase contracts

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| | You must provide purchasers with a copy of the contract within 15 days after it is entered into, and it must be easy for purchasers to print and file. The agreement must also include: |
| C.1 | The status of the transaction for purchasers: <ul style="list-style-type: none"> • APPROVED • DECLINED |
| C.2 | The partially masked card number (e.g., XXXX XXXX XXXX 1234). |
| C.3 | The type of card used for the transaction (e.g., Visa, MasterCard, American Express). |
| C.4 | The date of the transaction. |
| C.5 | The unique transaction number. |
| C.6 | The name and address of the purchaser. |
| C.7 | The authorization code provided by the issuer when the transaction is approved. |
| C.8 | Transaction type: <ul style="list-style-type: none"> • Purchase • Refund |
| C.9 | Your contact information so purchasers may contact you: <ul style="list-style-type: none"> • Corporate name (legal name) and any other name you use • Street address • Telephone number • Fax number (if applicable) • Email address • Web address (URL) |
| C.10 | A detailed description of each item or service selected by purchasers, including features and technical specifications. |
| C.11 | An itemized list of the prices of the items or services selected by purchasers, including associated costs (e.g., delivery fees), as well as any additional charges payable under an Act (e.g., taxes). |
| C.12 | A description of any possible additional charges payable to a third party, whose amounts cannot reasonably be determined (e.g., customs duties and brokerage fees). |
| C.13 | The total amount to be paid by purchasers under the contract and, if applicable, the amount of instalments, the rate applicable to the use of an incidental item or service and the terms of payment. |
| C.14 | That your products or services are sold in Canadian currency; if they are sold in another currency, indicate this currency. |
| C.15 | The date on which, or the time within which, your principal obligation must be performed (e.g., if furniture is ordered, the principal obligation is to deliver the furniture). |
| C.16 | The conditions of cancellation, termination, return, exchange and refund. If cancellation, termination, return, exchange or refund is not possible, indicate so. |

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| | You must provide purchasers with a copy of the contract within 15 days after it is entered into, and it must be easy for purchasers to print and file. The agreement must also include: |
| C.17 | The mode of delivery, the name of the carrier, and the date and location of delivery. |
| C.18 | All other applicable restrictions and conditions in the contract. |
| C.19 | If applicable, advise purchasers that the information provided may be transited through another country (e.g., if the payment platform involves transiting information through the United States). |

D.- Additional rules for Accord D transaction records

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| | If you offer Accord D financing, your transaction record must also display: |
| D.1 | The type of Accord D financing <ul style="list-style-type: none"> • DPF (deferred payment financing) • EPF (equal payment financing) |
| D.2 | The Accord D plan number. |
| D.3 | <ul style="list-style-type: none"> • The total amount financed • The type of financing (deferred payment financing or equal payment financing) • The grace period (number of months before the first payment must be made for deferred payment financing) • The term (number of monthly instalments and their amount for equal payment financing) • The amount of each instalment (for equal payment financing) • The applicable interest rate • If the financing is billable to purchasers only upon delivery, this must be mentioned (You should not bill the customer until merchandise has been shipped) |
| D.4 | <p>The following legal text in French: <i>« Si le montant de votre achat entraîne un dépassement de la limite Accord D actuellement disponible sur votre carte, vous demandez à la Fédération des caisses Desjardins du Québec de hausser cette limite en conséquence. »</i></p> <p>The following legal text in English: “If the amount of this purchase exceeds the current available Accord D limit on your card, by continuing with the purchase you are requesting that the Fédération des caisses Desjardins du Québec increase your limit.”</p> |
| D.5 | <p>In Manitoba: Add a disclosure related to the policy and arrangements for the protection of the buyers’ financial and personal information. This must be disclosed before the agreement is concluded.</p> <p>BC, Alberta, Saskatchewan, Manitoba, Nova Scotia and Ontario: Additional requirement: when consumers given the opportunity to confirm and/or edit any errors pertaining to their orders, they must be able to save and print the information in the step prior to concluding the agreement.</p> |

E.- Rules applicable for deliveries following an Accord D purchase

| | If you offer Accord D financing, at delivery you must: |
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| E.1 | Obtain proof of delivery. |
| E.2 | Verify that the purchaser's physical card number is the same as the one used for the online order. |