

## STANDARD TERMS AND CONDITIONS

This document contains the Standard Terms and Conditions (“Terms”) for operating your Credit Union Account (as defined below) with \_\_\_\_\_ (“Credit Union”). Please take the time to read this document carefully.

By using the Account, you accept and agree to follow these Terms. These Terms replace any existing agreement(s) between you and the Credit Union relating to an Account, except as otherwise provided for in these Terms. These Terms may cover more Account services than you are currently using but once you are accepted for and use those additional services; your use of those services is your acceptance of and agreement to be bound by the Terms that govern such services in these Terms and any other agreements that may apply to that Account service.

In exchange for the Credit Union agreeing to provide the Account and offer services related to the Account, you agree as follows:

### Definitions:

“**Account**” means each personal deposit account that you already have and each Account that you ask the Credit Union to open for you when you sign the Personal Membership and Financial Services Agreement and each Account that you subsequently open under this membership.

“**Account Access Device**” means any device used to access any Account including without limitation an ATM, a computer, a telephone, a Mobile Device, and any other such device the Credit Union may from time to time permit you to use to access the Account.

“**Agreement**” means the Standard Terms and Conditions, along with the Personal Membership and Financial Services Agreement.

“**ATM**” means an Automated Teller Machine.

“**Contaminant**” means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, keystroke logger, or any other malicious code or instruction which may modify, delete, damage, disable, or disrupt the operation of any software or hardware on any Account Access Device.

“**Debit Card**” means a plastic card that provides the cardholder electronic access to his or her Account at the Credit Union.

“**Deposit Anywhere™**” means the remote deposit capture service provided by the Credit Union, and accessed through Online Banking that allows you, using a Mobile Device or any other means authorized by the Credit Union in its sole discretion from time to time, to create, transmit, and receive to the benefit of the Credit Union, an Official Image for deposit to the Account.

“**Deposit Insurance**” Deposits within the Credit Union are protected by the applicable Provincial Credit Union Deposit Insurance Corporation the Credit Union is located in.

“**Direct Services**” means the services offered by the Credit Union from time to time that let the account holder access to the Account using an Account Access Device. However, Direct Services do not include card services such as Debit Cards or smart cards, including those provided by a Third Party.

“**Eligible Item**” is a deposit item that is an Official Image of a paper-based Instrument, complete and immediately payable to you as payee, and is a cheque in Canadian Dollars and drawn on a Canadian branch of a financial institution operating in Canada. For the purposes of these Terms, stale-dated Instruments, post-dated Instruments, third party Instruments (is a cheque that is made payable to someone other than the account holder and is signed over to you), or any Instrument that has been altered after it has been completed shall not qualify as Eligible Items.

“**Estate Account**” means an Account that will be opened to settle the affairs of a deceased person.

“**Instrument**” means, among other things, a cheque or other bill of exchange, promissory note, money order, order for payment, bill payment remittance, bankers’ acceptance, coupon, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit or credit instructions or other similar payment Instruments, whether negotiable or non-negotiable.

“**Joint Account**” means that more than one person has signing authority on the Account.

“**Mobile Device**” means any Account Access Device that is a portable hand-held device or tablet, mobile telephone and any other similar portable device that the Credit Union may permit to be used to access an Account.

“**Notification**” means a written notification generated by or on behalf of the Credit Union that provides, to you notice of a pending or completed transaction or a summary of the balance of the Account, including notifications issued by email or SMS text messages to any of your email addresses or cellular devices on record with the Credit Union.

“**Official Image**” means an electronic image of an Eligible Item, either created in accordance with the provisions of these Terms or otherwise complies with the requirements to permit negotiation and clearing of that Eligible Item in accordance with the by-laws, standards, or Rules of the Canadian Payments Association.

“**Online Banking**” means all of the services available from time to time made available online via the internet by the Credit Union or through the Credit Union’s mobile banking apps, using an Access Account Device through the use of a Password that let the account holder access their Account.

“**Online Service Agreement**” means the agreement that governs the use of all Online Banking services including the terms and conditions that are contained in the Direct Services Agreement-Personal Accounts.

“**Partner Organizations**” means co-operative companies and/or other similar organizations that support credit union goals and values and provide useful and valuable products and services to our members.

“**Password**” means the personal access code (PAC) or word used to access your Account.

“**PIN**” means personal access number used to access your Account with a Debit Card.

“**Privacy Code**” means the Credit Union Code for the Protection of Personal Information.

“**Shares**” mean common shares issued by the Credit Union.

“**SIN**” means Social Insurance Number.

“**Telephone Banking**” means banking services available from time to time by telephone;

“**Third Party**” means any person, firm, corporation, association, organization, or entity other than the Credit Union.

“**Trust Account**” means an Account that has been opened for the benefit of another and managed by an individual called a trustee.

“**You**” and “**Your**” means each person who has signed the Personal Membership and Financial Services Agreement and “all of you” means both or all such persons as applicable.

“**We**”, “**our**” and “**us**” means the Credit Union.

## 1. APPLICATION

These Terms apply to your Credit Union Account, whether existing or future, operated or to be operated by you (whether solely or with others) unless any specific terms and conditions applicable to an Account provide otherwise. These Terms replace the general terms which may have previously applied to your Account; however, they do not apply to any product offered by any related entity of the Credit Union.

### Acceptance:

By operating your Account with the Credit Union you acknowledge that you accept these Terms.

### Account Use:

Unless the Credit Union consents, you agree that your Account is to be used as a personal account only and not for business or other non-personal uses. If you use your Account for business or other non-personal uses, the Credit Union may charge you fees for business banking services.

### Account Access:

The Credit Union may permit you to access an Account and conduct transactions through Account services, including services that require an Account Access Device or a Debit Card. These services may be subject to the terms of the relevant agreements governing such access, including the Online Service Agreement and the Debit Card/Personal Identification Number Agreement. The Credit Union does not represent or warranty that any particular Account feature, service or means of Account access is available or will be available or remain available at any time in the future.

The Credit Union may from time to time add or delete from types of use permitted by Account Access Devices or Debit Cards and any particular Account feature or service offered for the Account and shall not be liable to you for any loss or change in such services.

The Credit Union may from time to time set one or more limits that apply to your use of Account Access Devices or Debit Cards, Account transactions and services. The Credit Union may change these limits at any time, sometimes without notice.

These limits may include restrictions on amounts or types of transactions that may be conducted as the Credit Union may determine.

### Relationship with specific terms and conditions:

These Terms are to be read in conjunction with the specific terms and conditions of any Account or service provided with an Account. If there is a conflict between any specific terms and conditions and these Terms then the specific terms and conditions will prevail.

### Applicable law and jurisdiction:

Any Account that you hold with the Credit Union; your membership with the Credit Union; and these Terms are governed by the laws of the Province in which the Credit Union is located and the laws of Canada, and the Courts in that province shall have jurisdiction to hear and determine disputes in respect of the above.

## 2. SHARES IN THE CREDIT UNION

### Share purchase:

For your membership, you acknowledge that you are required to purchase and maintain the prescribed number of Shares in the Credit Union and to pay the purchase price in cash.

**Rules and By-laws:**

Your ownership of the Shares will be subject to the Rules and by-laws of the Credit Union and applicable provincial statute and regulations passed under it.

**Share Redemption:**

You acknowledge that the Shares represent ownership in the Credit Union and that the value of the Shares is neither guaranteed nor insured. You acknowledge that Shares may not be eligible for redemption until you have closed each Account under this membership and ceased using all services. You further acknowledge that the timing of the redemption of Shares and the payment of their value is at the sole discretion of the Credit Union.

**3. ACCOUNT OPERATING****Verification of identity:**

The Credit Union may from time to time require proof, to its satisfaction, of your identity and that of any person authorized to operate your Account.

**Instructing the Credit Union:**

The Credit Union may in its sole discretion and subject to conditions allow you to give instructions in respect of your Account by cheque, telephone, facsimile, card or computer or by any other written, electronically communicated or verbal method acceptable to the Credit Union. Except as otherwise required by law, the Credit Union may give effect to operations on an Account authorized by a deceased person prior to his or her death. You are responsible for any loss or damage if money is paid or transferred to the wrong person, company or account pursuant to your instruction and the Credit Union is not required to retrieve or return the money to you. Once we have processed a transaction pursuant to your instruction, you cannot cancel it. The Credit Union may require you to provide further written indemnities before making any instruction method listed above available to you.

**Written Instructions:**

Any person you wish to authorize to instruct the Credit Union in writing with respect of your Account must complete and sign the Agreement and must provide the Credit Union with a specimen signature. You may be required to use the Credit Union's standard forms (which are available at Credit Union branches) when instructing it.

**Available transactions:**

Except as provided in the specific terms and conditions of any Account, an Account may be operated by deposits, withdrawals, transfers, direct credits, direct debits, automatic payments, or any other type of payment authority acceptable to the Credit Union. Specific terms and conditions may apply.

**Mistake:**

If the Credit Union makes a mistake in complying with your instructions or otherwise affecting your Account, the Credit Union will either return the amount including service charges or withdraw the amount from your Account including interest, whichever may apply in the circumstance(s).

**Fraud:**

If the Credit Union processes or has cause to have processed an Instrument with a forged or unauthorized signature, you must notify the Credit Union within 30 days from the date on your statement and if you fail to do so then you agree that you are responsible for the amount of the Instrument and the Credit Union shall have no responsibility or liability to you whatsoever for any loss due to a fraudulent, forged or unauthorized signature regardless of negligence, fault or wrong doing by the Credit Union or any person the Credit Union is responsible.

**4. AUTHORITY TO THE CREDIT UNION****General:**

You agree that you have authorized the Credit Union to act in accordance with your instructions in respect of an Account. You acknowledge that the Credit Union may decline to so act where the Credit Union considers it has good reason, in its sole discretion, to do so, in particular, the Credit Union will not be obliged to act in accordance with your instructions where:

- o to do so would result in an Account becoming overdrawn;
- o we receive notice of a possible legal claim against or interest in your Account;
- o a change or interruption in our services;
- o your instructions do not comply with the standards or rules of the Canadian Payments Association.

**Legal representatives:**

You agree that the Credit Union may accept and act according to the instructions of a legal representative demonstrating legal authority to act on your behalf where such authority may include by way of power of attorney or notarized copy of a will.

Any legal representative will have access to the previous Account history and transaction details for the Account and all joint account holders (if applicable) agree to this access being provided.

**Offset and combination:**

You authorize the Credit Union at any time and without notice, to combine the balance of one of your Accounts with the balance of any other of your Accounts, so as to treat all of your Accounts with the Credit Union as a single balance; there will be no implied agreement to the contrary. If you owe any money to the Credit Union which is due but unpaid, whether it is owed alone or with others, you authorize the Credit Union, without prior notice, to apply any credit balance in any Account, or any other amount the Credit Union owes to you howsoever that debt is noted, towards the unpaid amount. For this purpose you authorize the Credit Union to transfer funds from one Account to another

(including any Joint Account that you can operate individually), to use funds in one currency to buy another currency and to break any term deposit. The Credit Union may do this without prior notice and in the order, and as often, as the Credit Union determines in its sole discretion.

**Recording Instructions:**

You authorize the Credit Union to record any telephone calls between you and the Credit Union and to retain such recordings.

**Limited Access:**

The Credit Union may agree that in certain circumstances you may authorize one or more persons individually to operate your Account by completing the relevant sections of the Agreement. You must ensure that any authorized person operates each relevant Account in a proper manner and you agree that the Credit Union owes neither you nor any other beneficiary of the Account any fiduciary obligation or standard of care.

**5. CHANGES TO STANDARD TERMS AND CONDITIONS****Ongoing Effect:**

These Terms will continue to apply until the Credit Union gives you notice of any changes to them. Notice of any changes will be given to you within a reasonable period before the changes become effective, either at your most recent address as shown on the Credit Union's records, by posting notice at the Credit Union's premises, by personal delivery, or by any other means the Credit Union, acting responsibly, considers appropriate to bring the change to your attention. You are responsible for regularly reviewing the Terms. If you use the Account after the effective date of an amendment of the Terms, it will mean that you agree to the amendment and adopt and are bound by the newer version of the Terms.

**6. GENERAL TERMS AND CONDITIONS****Liability Exclusion:**

The Credit Union is not liable to you or any person for any delay, loss, lost profit, lost business or any loss, damage or inconvenience claim relating to the Account or arising or resulting from the Credit Union's actions, activities or processes pursuant to this Agreement regardless of any negligence, fault or wrongdoing by the Credit Union or any person the Credit Union is responsible.

**Deposit holds and verifications:**

You acknowledge and agree that the Credit Union has the right to place a "hold" on all or part of the proceeds of any Instrument deposited to the Account, and to defer your right to withdraw funds represented by such a deposit. All deposits are subject to verification and acceptance by the Credit Union and, if not accepted, or if accepted but subsequently determined to be in error, unauthorized, or worthless, the Credit Union may reverse them from the Account. Verification may take place at a date later than the date you authorized the deposit, which may affect the deposit date. We have the option to send any negotiable item on collection rather than hold the proceeds.

**Adjustments:**

The Credit Union may adjust a deposit to an Account at any time (even if the adjustment creates an overdraft or results in an Account being overdrawn in excess of your Overdraft Protection limit) if an Instrument is dishonoured, not paid or paid but subsequently returned for any reason whatsoever. The Credit Union may also adjust an Account to correct amounts credited to an Account by mistake or that we suspect could be the result of any fraudulent, unlawful or improper activity or to correct amounts paid to you in cash for an item that was subsequently returned to us as unpaid. You waive presentment for payment, notice of dishonour, protest and notice of protest on all Instruments requiring such action.

**Ownership of funds:**

Unless you instruct the Credit Union otherwise in writing, you acknowledge that you are solely entitled to the funds in your Accounts, that they belong to you and do not belong to any other person and that no other person has any legal or beneficial interest in them.

**Stopping Payment:**

When you wish to stop a cheque or other payment you must notify the Credit Union, which will advise you of any further requirements. The Credit Union will use its best efforts to honour your stop payment request; however, we cannot stop payment if the amount has already been deducted from your Account. If the stop payment is not made, you are responsible for the full amount of the payment and the Credit Union is not liable to you.

**Deposits instructed to be applied for specific purposes:**

The Credit Union is not obliged to act on or verify compliance with an instruction to apply a deposit for a specific purpose or subject to any condition and the Credit Union will not be responsible for applying a deposit contrary to any instruction.

**Foreign Currency:**

Fees and interest calculated on a foreign currency account will be charged or credited to that Account in that currency. Foreign currency cash withdrawals, transfers or point of sale transactions on a Canadian Account will be made using the exchange rate that is in effect on that day for that currency. Foreign currency accounts do not qualify for deposit insurance.

**Fees and charges:**

You will pay the fees and charges that the Credit Union established for the Account. You authorize the Credit Union to debit your Account with all fees and charges that are payable in respect of your Account and any services provided to you by the Credit Union. You also authorize the Credit Union, to debit your Account with any governmental fees or charges, recovery costs and any other amount owed to the Credit Union by you. The Credit Union may from time to time modify the fees and

charges for the Account or introduce new fees or charges and post notice of such changes in branches or on the Credit Union's website. The Credit Union may, on 30 days prior notice to you, change any of our fees and charges. If you use your Account or services after the change in the fees and charges, you are deemed to have agreed and consented to the change. Current fees and charges for the Account may be obtained by contacting the Credit Union.

You will pay the fees and charges imposed by a Third Party. You acknowledge that a Third Party, including but not limited to internet service providers, mobile phone companies, wireless carriers and other financial institutions may also charge fees for their services that you may use to access the Account and conduct transactions at the Credit Union. You agree that any such Third Party service fees must be paid by you and are in addition to any fees the Credit Union may charge to conduct transactions or perform any Account services under these Terms.

**Recovery:**

You must pay, on demand, amounts due and any costs associated with collection or attempted collection of amounts due whether in respect of an Account or the Credit Union's costs in enforcing its rights under this Agreement including collection agent's costs and actual out of pocket legal costs.

**Account operation – costs and legal fees:**

You agree to pay the Credit Union for any cost the Credit Union may incur relating to the administration or operation of the Account, including costs incurred:

- o in responding to any legal notice, seizure, demand or other court process governing the Account, or in responding to or complying with court orders, warrants, summons to witnesses, subpoenas, statutory demands, or investigations or responding to any investigation, proceeding, or requirement to provide information, including those in which copies of your financial information or records are sought or required from the Credit Union; or
- o in dealing with any dispute between Account holders or others claiming an interest in or relating to the operation of the Account.

The above costs include legal fees (on a solicitor and client basis), fees for administrative time, communication costs, transmission or delivery costs, and costs for retrieval and copying of documents. The Credit Union may charge these costs to any Account you hold with the Credit Union.

**Taxes:**

You agree that the Credit Union may debit from your Account any amounts authorized by law and that this deduction may be made at a rate specified by legal authority. For non-residents the Credit Union may deduct a non-resident withholding tax.

**Use and return of forms:**

Cheque forms and other forms encoded by the Credit Union with an account number must not be used to access or operate any other Account. Where you would be entitled to the return of any form, the Credit Union may at its discretion provide you with a copy instead of the actual form.

**Payment priority:**

The Credit Union may determine in its sole discretion the order of priority of payments from any Account.

**Interest:**

The Credit Union will pay interest on interest bearing Accounts at the rate and payment frequency that applies to that Account. This information will be posted on the Credit Union's website and in Credit Union branches however, the Credit Union can change this information from time to time upon notice.

**Security interest:**

If the Credit Union receives or holds any property, items or documents for you for any purpose you agree and grant the Credit Union a security interest over the property, item or document as security for any amount you owe to the Credit Union (whether alone or with any other persons) under any Account.

**Rights to your accounts:**

You may not assign, mortgage, charge or declare a trust of any rights to your Account, including any credit balances, without prior written consent of the Credit Union.

**Bill payments:**

Whether you use an Account Access Device, a Debit Card or an in-branch transaction to pay a bill, you acknowledge and agree that:

- o bill payments from the Account are not necessarily processed immediately and that the time period for processing depends upon a number of factors including, without limitation, the time between when the bill payment is initiated and the internal accounting processes of the bill payment recipient;
- o it is your responsibility to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date; and
- o the Credit Union will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of non-payment or a delay in the processing of bill payments.

**Service, account and system disruption risk:**

You acknowledge that the availability of Account services, including services requiring an Account Access Device or a Debit Card depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to the Credit Union

and Third Parties, and as a result the Credit Union cannot guarantee the provision of uninterrupted Account access and service. The Credit Union is not liable for any cost, loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, special, or consequential, that you may suffer arising from non-continuous or interrupted Account service or the Credit Union providing or failing to provide any particular service, or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment, or other technical malfunctions or disturbances for any reason whatsoever, nor is the Credit Union liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, or delayed transmissions, or online failures (collectively, "Interruption Claims"), even if you have advised the Credit Union of such consequences. You release and agree to hold the Credit Union harmless from any and all Interruption Claims.

**Liabilities for Unauthorized Transactions – Online Banking Security Guarantee**

**Procedures for addressing unauthorized transactions:**

In the event of a problem with a Direct Services transaction or an unauthorized Direct Services transaction, you will report the issue immediately to the Credit Union. The Credit Union will investigate and respond to the issue on a timely basis. The Credit Union will not unreasonably restrict you from the use of the Account subject to dispute, as long as it is reasonably evident that you did not cause or contribute to the problem or unauthorized transaction, has fully cooperated with the investigation, and has complied with these Terms and the Online Service Agreement. You agree and acknowledge that any and all expenses related to the investigation are your responsibility. The Credit Union will respond to reports of a problem or unauthorized transaction within 10 business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by you. Reimbursement will be made for losses from a problem or unauthorized transaction in this time frame provided that you have complied with these Terms and the Online Service Agreement and on the balance of probabilities it is shown that you took all reasonable and required steps to:

- o protect the confidentiality of the Password, PAC and/or as required by these Terms and the Online Service Agreement;
- o use security safeguards to protect against and detect loss, theft, and unauthorized access as required by these Terms and the Online Service Agreement; and
- o act immediately, upon receiving a Notification of, or becoming aware of, an unauthorized transaction, to mitigate against further loss and report the issue to the Credit Union.

**Your responsibility:**

We are not responsible for and we will not reimburse you for losses to your Account(s) if:

- o you do not comply with any of your obligations under these Terms and the Online Service Agreement or you do not comply with any instructions we may provide to you in connection with Online Banking;
- o you engage (either alone or with others) in any fraudulent, criminal or dishonest acts related to Online Banking;
- o you access Online Banking via an Account Access Device that you know or reasonably ought to know contains software that has the ability to reveal to anyone, or to otherwise compromise, any of your Passwords, Personal Verification Questions or an e-Transfer Question and Answer;
- o you carry out a transaction, including if the transaction is a result of any mistake, error, omission, inaccuracy or other inadequacy of, or contained in, any data or information, that you furnish to us;
- o you choose to share any of your Passwords, PACs or Personal Verification Questions;
- o or you consent to, contribute to or authorize a transaction in any way.

**Access Device Security:**

If Direct Services are made available through the Internet or a telephone service provider, you acknowledge that, although the Credit Union uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at your risk. You acknowledge and shall ensure that any private Account Access Device used to access Direct Services is auto-locked by a password to prevent unauthorized use of the Account Access Device, has a current anti-contaminant program, and a firewall, and that it is your personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. You further acknowledge that to reduce the risk of unauthorized access to the Account through the Account Access Device, you will sign out of Direct Services and, where applicable, close the browser when finished using it. You further acknowledge that you will not use public or shared computers, Account Access Devices, open WiFi or shared Bluetooth portals to access Direct Services.

**Cheques and cheque imaging:**

You acknowledge that the Credit Union has implemented a cheque imaging program and that the physical cheques and other Instruments are not returned.

The Credit Union may provide in its discretion copies of images of cheques and other Instruments, with the statement of account. In addition, Online Banking may permit you to view and print images of cheques and other Instruments drawn on your Account. You acknowledge that such copies or images may be made available before the Credit Union has determined whether the cheque or other Instrument will be honoured or accepted. You acknowledge and agree

that such copies or images are made available by the Credit Union as a service to you and the provision of such images does not mean the cheque or Instrument has been processed or in any way oblige the Credit Union to honour or accept the cheque or Instrument.

**Account statements:**

The Credit Union will provide you with an account statement with or without copies of imaged cheques, notices and other items to your last known address which shows the value and activity on your Account for a given time period. The Credit Union may in its discretion, change the frequency or method of distribution of account statements. If the Account is a Joint Account, each joint account holder agrees that the Credit Union may mail the statement of Account to the account holder first named on the Account as the applicant as stated on the Agreement. It is this account holder's responsibility, as between joint account holders, to distribute Account statements to the remaining joint account holders.

If you do not notify the Credit Union of any irregularity, omission or error in your account statements within the time periods specified in these Terms, then you agree that the entries, charges, Instruments paid on your Account are proper and correct as noted in the account statement and you release and indemnify the Credit Union from any claims in respect of the Account.

You may request that no account statement is to be mailed by the Credit Union to you. If you request no account statement, the Credit Union may where permitted by law; discontinue mailing statements of account to you. In such event, you acknowledge that it is thereafter your responsibility to verify, by use of Online Banking, or by other means available by the Credit Union, that there are no errors, omissions or irregularities with respect to the entries posted to the Account. You agree to conduct such verification on a regular (not less than monthly) basis.

You acknowledge that it is your responsibility to check your account statements every 30 days to ensure their accuracy and advise the Credit Union within 30 days of the statement date of any error, omission or irregularities with respect to the entries posted to the Account.

If you have requested and receive an account statement at a frequency other than monthly or you have requested and use a passbook, you acknowledge that it is your responsibility to verify, by use of Online Banking, or by other means available by the Credit Union, that there are no errors, omissions or irregularities with respect to the entries posted to the Account. You agree to conduct such verification on a regular (not less than monthly) basis.

**Records of Credit Union conclusive:**

The records of the Credit Union shall be conclusive for all purposes in respect of any instructions given by you in respect of the Account.

**Closure of Accounts:**

You may close an Account at any time, subject to any specific terms and conditions which apply to that Account including service charges. The Credit Union may close or suspend an Account, in the Credit Union's sole discretion at any time on reasonable notice being given if:

- o we learn of your death, cessation of Canadian residency, bankruptcy or any other lack of legal capacity, you have committed an act of bankruptcy, or that a petition has been presented for your bankruptcy;
- o you use the Account or services provided for under these Terms for illegal or fraudulent purposes;
- o there are insufficient funds to cover cheques or other payment instructions given;
- o you fail to repay any indebtedness which you owe or may owe the Credit Union;
- o any third party claims an interest in your Account, pending resolution of the matter;
- o we consider that there are other reasonable grounds to do so (in which case all reasonable efforts will be made to notify you of the circumstances of closure or suspension)

in which case you will be required to reimburse the Credit Union for any expenses which are incurred in connection with any of these matters. In either case, you will continue to be liable for any outstanding debts or obligations in respect of an Account up and until the date of suspension or closure of the Account and agree to repay any amount due or likely to be due immediately without further demand from the Credit Union, and such debt or obligation will continue until it has been satisfied. The Credit Union will not be liable for any consequences of the suspension or closure of any Account and you indemnify the Credit Union for all costs, damages and charges if it does in respect of suspending or closing an Account or not suspending or closing an Account when it could have done so.

**7. DEPOSIT ANYWHERE™**

Deposit Anywhere allows you to make deposits to Accounts by taking a picture of the front and back of cheques and certain other Instruments using a Mobile Device and delivering to the Credit Union an Official Image together with associated deposit information.

**Agency:**

Solely for the Deposit Anywhere service, the Credit Union appoints you as its agent, to act on behalf of the Credit Union in the creation and transmission of an Official Image to the Credit Union. In addition, you agree, at the specific request of the Credit Union, to perform any other related duties that may be required by the Credit Union, under the rules of the Canadian Payments Association. As the Credit Union's agent, transmission to and actual receipt by the Credit Union of the Official Image will have the same effect as if the negotiable Instrument was delivered to a branch of the Credit Union for negotiation and clearing. You acknowledge and agree that this role as agent cannot be further

delegated by you. On first use and on each subsequent use of Deposit Anywhere, you, personally, and on behalf of all joint account holders agrees to the terms and conditions of use of Deposit Anywhere as set forth in these Terms and the Online Service Agreement as it may be amended from time to time.

**Eligible Items:**

You agree to only image and seek to deposit items that qualify as Eligible Items. Specifically, you may image and seek to deposit only original paper cheques drawn on a financial institution located in Canada and payable in Canadian Dollars.

**Ineligible Items:**

You agree not to image and seek to deposit:

- o any Instrument that you suspect may not be honoured for payment when presented;
- o any Instrument that you suspect may be tainted by fraud or illegality or where the Instrument may be forged, counterfeited, or unauthorized by the drawer;
- o post-dated Instruments, or stale dated Instruments dated more than 6 months prior to the date of deposit;
- o Instruments payable to any person or entity other than you (for example Instruments payable to other persons);
- o any Instrument that has been altered in any way, or is in any way illegible;
- o any Instrument that is not an original signed Instrument, (specifically, you will not seek to deposit photocopies, pdf's, scans or printouts of an Instrument);
- o any Instrument payable jointly, unless deposited to an Account held in the name of all payees;
- o any Instrument payable in a currency other than Canadian Dollars; and
- o any Instrument that has already been sent through any mobile deposit service or remote deposit capture service, even if the initial deposit for the Instrument was previously reversed.

You agree to immediately after imaging and transmitting the Instrument using the Mobile Deposit Service, you will mark the front of the Instrument with the word "DEPOSITED" and will retain the cheque for at least 90 days, but no more than 120 days after the deposit.

**8. YOUR RESPONSIBILITY**

**You must:**

- o ensure that you have sufficient funds in an Account to enable the Credit Union to comply with your instructions relating to that Account;
- o take all reasonable steps to protect your personal and financial information and keep it confidential;
- o notify the Credit Union of any alteration to a payment authority and of any change of name or address;
- o comply with the specific terms and conditions of any Account or facility provided with an Account; and
- o provide further assurance(s) or security to the Credit Union upon request.

**Password or PIN:**

Where you are able to access an Account by Password or PIN, you will be responsible for keeping your Password or PIN secure. In particular, you must:

- o not keep a written record of your Password or PIN;
- o not keep your Password or PIN in a form that can be readily identified as a Password or PIN;
- o not select a Password or PIN that consists of any readily accessible personal data such as your birth date, telephone number, driver's licence, licence plate or passport nor must it be an obvious number or combination of numbers;
- o not voluntarily disclose your Password or PIN to any other person;
- o not negligently or recklessly disclose your Password or PIN;
- o notify the Credit Union immediately if you become aware that your Password or PIN has become known to someone else; and
- o ensure authorized signatories and limited users who are able to access your Account by Password or PIN keep their Password or PIN secure as set out above.

**9. THE CREDIT UNION'S POSITION**

**Instructions:**

Subject to complying with its duty to exercise reasonable care and skill but otherwise irrespective of anything else stated in these Terms, the Credit Union:

- o may decline to act or delay acting on any instructions given where it considers that it has good reason to do so; and
- o may, where your Account can be accessed by telephone or by any electronic means, assume that any telephone or electronic instructions received using your Password or PIN are authorized by you.

**The Credit Union will not be liable for:**

- o any claim that arises from acting reasonably in accordance with these Terms;
- o any loss suffered by you or any third party due to matters outside the Credit Union's control (including, without

limitation, machine failure, system failure, third party service failure or strikes);

- the loss or destruction of, or delay in processing, cheques or other instructions or documents;
- any delay in transferring funds to or from your Account except for interest for the period of the delay; and
- either refusing to act on contradictory instructions given in respect of any Account or for acting on any one only of such contradictory instructions.

## 10. TERMS AND CONDITIONS SPECIFIC TO JOINT ACCOUNTS

### Specific Term:

The additional specific terms and conditions in this clause 10 apply to each Account held jointly.

### Deposits:

Where you are a party to a Joint Account and the Credit Union receives a deposit (whether by cheque, draft, bill of exchange or other Instrument or payment authority) in your favour, the Credit Union may credit it to your Joint Account, unless instructed in writing to pay it into a separate Account in your name.

### Operating Joint Accounts:

Any one joint account holder can operate and instruct the Credit Union to act in respect of the Joint Account separately, unless all account holders have given the Credit Union written instructions to the contrary. This means, without limiting the generality of the foregoing, that any one of the joint account holders may withdraw all of the money credited to the Joint Account or incur maximum debt allowed against the Account. The Credit Union may in its discretion require all joint account holders to sign any instructions or other documents.

### Survivorship:

If any joint account holder dies; the remaining account holder(s) automatically become(s) the holder(s) of all funds in the Joint Account and have full authority to operate the Account. The Credit Union will treat any credit balance in the Joint Account as payable and belonging to the surviving joint account holder(s) and the Credit Union will incur no liability in paying or delivering such funds to such person(s).

### Joint and Several Liability:

Each joint account holder is jointly and severally liable for the obligations of each joint account holder under these Terms and the whole of the amount owing to the Credit Union in respect of a Joint Account and for any losses, damages suffered by the Credit Union or claims, demands, or actions against the Credit Union in respect of the operation and use of the Joint Account. This means, without limiting the generality of the foregoing, that the Credit Union can require each joint account holder to pay either a part or all of such amount. If you or the other joint account holder(s) die, any liability to the Credit Union will not be discharged as a result of that death. Notice given to one joint account holder is deemed to be sufficient notice to all joint account holders.

### Joint Account Information:

If the Account is a Joint Account, each account holder acknowledges and agrees that any joint account holder is entitled to access all previous Account history.

### Suspension or closure of joint Account:

The Credit Union may suspend the operation of or close a Joint Account without prior notice if:

- there is any dispute between any of the joint account holders and this has not been resolved to the Credit Union's satisfaction;
- one joint account holder attempts to exit from or notifies the Credit Union of his or her intention to exit from the Joint Account;
- the Credit Union learns that any joint account holder has committed an act of bankruptcy or been declared bankrupt or that a petition has been presented to declare any joint account holder bankrupt;
- any joint account holder purports to assign or dispose of his or her interest in the Joint Account; or
- an account holder, who is under the age of majority, intends or requests the withdrawal of all or substantially all of the funds in the Joint Account without the prior consent of the joint account holders who are the age majority or older.

### Continuing and Limited Liability:

Each joint account holder will continue to be jointly and severally liable for any outstanding debt or obligations on the Account up and until the date of suspension or closure of the Account and such debt or obligation will continue until it has been satisfied; and the Credit Union will not be liable to any joint account holder for any consequences of the suspension or closure of the Joint Account and the Credit Union will also not be liable to any joint account holder if it does not suspend or close a Joint Account when it could have done so.

### Joint security:

When jointly owned assets are provided as security for borrowing, independent legal advice may be required regarding individual liability for debts incurred now and in the future and the implications of this for the assets given as joint security.

### Closure of Joint Accounts:

Unless you have specified that two or more signatories are required to operate your Joint Account, your Joint Account may be closed by any one of you so instructing the Credit Union. In such a case, the Credit Union will not be liable to the other joint account holder(s) for any consequences arising from the closure.

Notwithstanding the foregoing, if a joint account holder, which includes a person under the age of majority, requests that the Credit Union remove another joint account holder from the Account, the Credit Union shall have the sole discretion to refuse the request except with the consent of all the joint account holders.

## 11. TERMS AND CONDITIONS SPECIFIC TO ESTATE AND TRUST ACCOUNTS

### Terms:

The additional specific terms and conditions in this clause 11 apply to each Estate Account or Trust Account.

### Warranty:

There is an implied warranty that all trustees, executors and administrators have authorized the Account to be opened and operated in accord with these Terms, the Agreement and all terms and conditions applicable to the Account and that such opening and operation of the Account comply with the relevant provisions of the trust deed, will or other authority.

### Accession:

Every trustee/executor/administrator as at the date on which the Account is opened, and every person who is thereafter appointed as such, agrees or on being appointed will be deemed to agree to be bound by these Terms and the Agreement.

### Liability:

All trustees of any trust or all executors or administrators of any estate holding an Account shall have joint and individual liability to the Credit Union for any amount owing and for the performance of all obligations imposed under these Terms or the general law in relation to the Account.

### Operating Trust Accounts:

The authorized signatories and limited users operating in accordance with these Terms and the Agreement may conduct an Estate Account or Trust Account as fully and freely as all trustees, executors, administrators could if they all acted jointly. All trustees, executors, administrators to the Estate Account or Trust Account undertake to ratify and confirm all transactions undertaken in conformity with these instructions. If the Credit Union receives contradictory instructions from any persons authorized to operate a Trust Account the Credit Union may refuse to act on any or all such instructions or may act on any one of such contradictory instructions.

### Changes in Trust or Estate:

The Credit Union must be immediately notified in writing of the resignation, replacement or appointment of any trustees, executors or administrators and ensure that any such person(s) appointed agree(s) to be bound by these Terms and the Agreement. Until released by the Credit Union in writing, the liability of a trustee, executor or administrator in respect of a Trust Account or an Estate Account shall remain.

## 12. TERMS AND CONDITIONS SPECIFIC TO CHEQUING ACCOUNTS

### Specific Term:

The additional specific terms and conditions in this clause 12 apply to each Account with cheque access.

### Cheque books:

The Credit Union may mail a cheque book to you at the most recent address noted on its records.

### Instructions as to special purpose:

The Credit Union is not obliged to verify compliance with any notice or instruction to apply the proceeds of a cheque for a specific purpose or subject to any condition.

### Dishonoured cheques:

The Credit Union may refuse to pay out on a cheque in its reasonable discretion (including without limitation where the cheque has been incorrectly completed, not signed in accord with these Terms or the Agreement or where there are, insufficient funds in the Account). A dishonour charge may apply.

### Post-dated and stale cheques:

Cheques presented before the date of the cheque or more than six months after the date of the cheque may be dishonoured.

### Stopped cheques:

If you provide the Credit Union with a written request to stop payment on a cheque issued on your Account, the Credit Union will make reasonable efforts to stop payment on that cheque. It will, however, not be liable if payment on a cheque is not prevented: charges may apply.

### Alteration of a cheque:

Alteration increasing the amount payable on a cheque must have the drawer's full signature next to the alteration, in accordance with these Terms and the Agreement. All other alterations must be initiated by the drawer in accordance with these Terms and the Agreement.

## 13. PERSONAL INFORMATION

### Terms:

This statement relates to information about you which you are now or will provide to the Credit Union and/or its related Partner Organizations.

### Security and disclosure of information:

Your Board of Directors has adopted the Credit Union Code for the Protection of Personal Information ("Privacy Code"). We have policies and procedures in place to protect your privacy and your right to control the collection, use, and disclosure of your personal information. The Credit Union will not disclose your personal information to any person, except for the purposes described in this Agreement or as authorized by you or when required or authorized by law.

**The information we collect:**

The information we collect may include, but is not limited to your name, address, telephone number, email address, date of birth, gender, income, marital status, employment history, financial records, SIN or other government issued identification numbers, credit history and personal information from public sources.

**We only collect what we absolutely need:**

We collect this information from you directly, with your consent, and according to the terms of the product and service arrangements you have made with or through us. Information is also obtained with your consent from credit bureaus, other financial institutions, and from the references you provide to us.

Your personal information is collected for one or more of the following purposes:

- o to verify your identity;
- o to understand your needs and eligibility for products and services;
- o to open, maintain and administer your accounts and provide financial services that meet your needs;
- o to obtain credit reports, evaluate your credit rating and credit worthiness, and check references;
- o to administer and manage security and risk in relation to your account and the financial services provided to you;
- o to comply with legal and regulatory requirements; and
- o to offer and provide you with other products and services of the credit union and of our affiliates and service suppliers.

The law requires us to ask for your SIN when you open an interest bearing account or when you obtain products or services that require reporting to certain government agencies. We also may use it to identify you with credit bureaus and other financial institutions for credit matching purposes and other purposes related to your ongoing relationship with us. However, providing your SIN is not a condition of service.

**Other use of information:**

We use trusted, reputable suppliers to provide services such as, but not limited to the following; cheque and statement printing, data processing, member research and surveys, and payment clearing services. We provide suppliers with only the information necessary to perform the required services. To ensure confidentiality, personal information is removed from market research and survey reports provided to the Credit Union.

We ensure our suppliers implement security standards for information handling that are equal to our own, and we require them to protect your information in a manner that is consistent with our Privacy Code. In the event our suppliers are located outside of Canada, they are subject to the laws of the foreign jurisdiction and may be required to disclose personal information in accordance with those laws.

**Market research:**

Your information is sometimes shared with our Partner Organizations that include co-operative companies and/or other similar organizations to ensure we offer you a full range of financial products and services. Our Partner Organizations are also required to protect your information in a manner that is consistent with our Privacy Code.

**Credit agencies:**

In respect of opening an Account, loan applications and reviews, you authorize the Credit Union and any Credit Union Partner Organization to make credit references and other enquiries within normal procedures. For this purpose, the Credit Union may seek from any such source information concerning you. In the event that you are in default under any loan or facility from the Credit Union, the Credit Union is authorized to disclose all relevant personal information to and for the use of credit reference agencies, debt collection agencies and law firms.

**Consent:**

We collect, use and disclose your information only with your consent, unless we are obliged to disclose your information by law. You can refuse to consent to our further collection, use or disclosure of your personal information at any time in the future by giving the credit union written notice. However, withdrawal of your consent may limit the credit unions' ability to provide products or services to you. As a result, in order to use certain products and services of the credit union or maintain an ongoing relationship with us, you cannot refuse our collection, use and disclosure of personal information required by the credit union and Partner Organizations that provide essential services to the credit union

You may withdraw your consent at any time by completing the Credit Union's Withdrawal of Consent form and returning it to your Credit Union.

**Your rights:**

You have the right to access, verify and update your personal information at any time. For more information, contact your Credit Union.

**14. OVERDRAFT**

**Terms**

The Credit Union may if it wishes allow an overdraft to be noted against your Account and each such overdraft is a loan payable upon demand and you authorize the Credit Union to charge your Account service fees and interest at the rate as revised from time to time in respect of overdrafts. If you have entered into an Overdraft Protection Agreement, this paragraph will be read subject to those terms.

**15. INDEMNITY**

You agree to indemnify, defend and hold the Credit Union and its directors, officers, employees, representative agents and all connected parties (collectively the "Indemnitees") harmless from and against any and all liabilities and costs, including without limitation reasonable legal fees and expenses, incurred by any of the Indemnitees in connection with any claim or demand arising out of or connected to your Accounts or your use of any service. This indemnity shall survive indefinitely after the closure of any Account or termination of this Agreement.

**16. MISCELLANEOUS**

**Operation:**

The operation of your Account and these Terms may be affected by over-riding laws of general application.

**Headings:**

Headings in these Terms do not affect interpretation.

# Debit Card/Personal Identification Number Agreement

## 1. PURPOSE OF THE DEBIT CARD

I will use the Debit Card only for the purpose of obtaining services as agreed upon between me and my Credit Union. On thirty days written notice, my Credit Union may add or remove the uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This Agreement, and the fact that I have the use of the Debit Card, does not give me any credit privileges or any entitlement to overdraw my Account, except as provided by separate agreement with my Credit Union. All references to "Debit Card" in this Agreement include virtual Debit Card(s) registered for use with the Mobile Payment Service.

## 2. CONFIDENTIALITY AND PERSONAL IDENTIFICATION NUMBER (PIN) AND/OR PASSCODE

My PIN is a secret and confidential personal identification number that enables my Debit Card to access my Account. I understand that my Credit Union has only disclosed the PIN to me and to no one else. I will not select an obvious combination of digits for my new PIN (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number) and will protect and maintain the confidentiality of my PIN at all times. I will never, under any circumstances, disclose the PIN to any other person. I will not use my PIN as my telephone or online access code. I will not keep a written record of the PIN, unless the written record is not carried next to the Debit Card and is in a form indecipherable to others. I will always screen the entry of the PIN with my hand or body.

## 3. CONTACTLESS DEBIT PAYMENTS (*Interac Flash*<sup>†</sup>)

I acknowledge that my Debit Card may include *Interac Flash* contactless payment functionality. This contactless payment service allows me to perform a Transaction using my Debit Card without entering my PIN. I understand that this service is optional and if I do not wish to have this functionality enabled on my Debit Card, I can contact my Credit Union and request to have the functionality disabled.

## 4. WITHDRAWALS AND DEPOSITS

Unless I have made other arrangements with my Credit Union, amounts credited to my Account as a result of deposits using the Debit Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured. Withdrawals or transfers initiated using the Debit Card will be debited to my Account at the time they are made. I will not deposit any coins, worthless, counterfeit or fraudulent items to my Account into any automated teller machine or thru mobile deposit, and will pay to my Credit Union any damages, costs or losses suffered by my Credit Union as a result of any such deposit.

## 5. LIABILITY FOR LOSSES

Once I have requested and first used the Debit Card, except as expressly provided in this Agreement, I will be liable for all authorized and unauthorized uses of the Debit Card by any person up to my established withdrawal limit (including funds accessible through a line of credit or overdraft privilege), prior to the expiry or cancellation of the Debit Card. However, in the event of alteration of my Account balance due to technical problems, card issuer errors and system malfunctions, I will be liable only to the extent of any benefit I have received, and will be entitled to recover from the Credit Union any direct losses I may have suffered. I acknowledge that I will co-operate with my Credit Union in any investigation. I will not be held responsible for losses that occur due to circumstances beyond my control providing there was nothing that I reasonably could have done to prevent the losses. My Credit Union will not be liable to me for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a Point-of-Sale or eCommerce transaction (purchase using mobile phone or computer). I understand that I must not use my Debit Card, for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in my jurisdiction.

## 6. LOST OR STOLEN CARD OR MOBILE DEVICE OR COMPROMISED PIN

If I become aware that the Debit Card or my Mobile Device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN has been made accessible to another person, I will notify my Credit Union or its agent immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended or the PIN changed. The instant such notice is received or when my Credit Union is satisfied that I became the victim of fraud, theft, or coercion by trickery, force or intimidation, my liability for further use of the Debit Card or Mobile Payment Service will terminate, and I will be entitled to recover from my Credit Union any further losses suffered by me by using the Debit Card or Mobile Payment Service.

## 7. PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS

In the event of a problem with a Debit Card transaction, or unauthorized Debit Card transaction, other than a matter related to goods or services provided by Merchants, I will report the issue promptly to my Credit Union and the Credit Union will investigate and respond to the issue on a timely basis. My Credit Union will not unreasonably restrict me from the use of any funds subject to dispute, if it is reasonably evident that I did not contribute to the problem or unauthorized transaction. My Credit Union will respond to my report of a problem or unauthorized transaction within 10 business days and

will indicate what reimbursement, if any, will be made for any loss incurred by me. Reimbursement will be made for losses from a problem or unauthorized use in this time frame if it is evident that I did not contribute knowingly to the problem or unauthorized transaction and that I took reasonable steps to protect the confidentiality of my PIN or Passcode. An extension of the 10-day limit may be necessary if my Credit Union requires me to provide a written statement or affidavit to aid its investigation.

## 8. DISPUTE RESOLUTION

If I am not satisfied with my Credit Union's response, my Credit Union will provide me, upon request, with the reasons for its findings. If I am still not satisfied, the issue will be referred to either a Credit Union system dispute resolution service or external mediator, as agreed upon between me and my Credit Union. Neither my Credit Union nor I will have the right to start court action until 30 days have passed since the issue was first raised with my Credit Union. Any dispute related to goods or services supplied in a Point-of-Sale transaction is strictly between me and the Merchant, and I will raise no defense or claim against my Credit Union.

## 9. SERVICE FEES

I acknowledge that I have been advised of, and will pay, the applicable service fees disclosed by my Credit Union and in effect for services available under this Agreement. New or amended fees will only become effective 30 days after publication by my Credit Union.

## 10. FOREIGN CURRENCY TRANSACTIONS

I acknowledge and understand that when I conduct transactions using the Debit Card in person or online, or using a Mobile Device in a foreign currency, my debit instruction may be processed through one or more international electronic networks that participate in the international payments system. The instruction my Credit Union receives may ask my Credit Union to pay a stipulated amount in U.S. dollars ("USD"), regardless of the original currency of my transaction. The transaction amount between my Credit Union and me will be the amount of my transaction, plus fees charged by the owner of the automated teller machine or point-of-sale system, converted into USD (or another currency) by one or more parties other than my Credit Union (each, a "Third Party"). Foreign currency conversions completed by Third Parties occur at rates that my Credit Union does not set, and which may include revenue, commissions or fees of those Third Parties. As a result, the cost of currency conversion may not be known to me or to my Credit Union or precisely determinable in advance or until the amount of the transaction is charged to my Account. More than one currency conversion may be completed by Third Parties before my transaction is processed by my Credit Union. The amount charged to my Account will be the USD value of the instruction received by my Credit Union. If the transaction is conducted on an Account denominated in Canadian dollars, the amount charged to my Account will be the amount of the USD instruction received by my Credit Union, converted to Canadian dollars at my Credit Union's sell rate for purchase of USD in effect at the time of the conversion. Currency conversions will be completed when and at rates in effect when the transaction is processed by my Credit Union, which may not be the same rate in effect when I conduct the transaction or when it is completed. Any fees or markup charged by my Credit Union in addition to the conversion rate and fees charged by Third Parties must be disclosed by my Credit Union as per the 'Fees' section of this Agreement.

## 11. EVIDENCE OF TRANSACTIONS

A paper transaction record dispensed mechanically by using the Debit Card constitutes a record of my instructions. Whether such a transaction record is issued or not, it is my responsibility to verify that the transaction has been properly executed by checking my Account activity on a regular basis. In the absence of evidence to the contrary, the records of my Credit Union are conclusive for all purposes, including litigation, in respect of any instructions given by me to my Credit Union through the use of the Debit Card; the items deposited by me into an automated teller machine; the making of a withdrawal, deposit or transfer through the use of the Debit Card; and any other matter or thing relating to the state of Accounts between me and my Credit Union in respect of any electronic transaction.

## 12. STATEMENTS

My Credit Union will provide either statements or a passbook with information to enable me to check Account entries. For Accounts without a passbook, my Credit Union will provide me with periodic statements containing information on all Debit Card transactions since the previous statement, including: the transaction amount, date, type (deposit, withdrawal, purchase or refund); including where possible, the identity of the terminal and name under which the machine operates, the transaction number and the identity, trade name and local address of the Debit Card acceptor. For Accounts with a passbook, my Credit Union will print the transaction amount, date and type (deposit, withdrawal, purchase or refund) in my passbook when I present the passbook to be updated.

## 13. SCOPE OF AGREEMENT

This Agreement replaces any prior agreement governing the use of the Debit Card and the PIN, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility or the operation of any Account. This Agreement applies to any Account specified herein and, as well, to any other Account designated by me from time to time for use in connection with the Debit Card or Mobile Payment Service.

# Debit Card/Personal Identification Number Agreement

## 14. TERMINATION OF AGREEMENT

My Credit Union remains the owner of the Debit Card. It may restrict the use of the Debit Card or may terminate this Agreement and my right to use the Debit Card, at any time without notice. I will return the Debit Card to my Credit Union and remove any Debit Card token(s) associated with the Mobile Payment Service upon request.

## 15. CARDHOLDER PRIVACY

I acknowledge that my Credit Union has policies to protect my privacy and that I may obtain those policies upon request. I hereby consent to use of my personal information by my Credit Union and its affiliates to monitor use of financial services, to detect fraud, develop needed products and services, and offer members needed services. However, if I have given or hereafter give express consent to the collection, use and further disclosure of my Personal Information by the Credit Union in a form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. I may withdraw my consent at any time by contacting the Credit Union's Privacy Officer.

## 16. CANADIAN CODE OF PRACTICE FOR CONSUMER DEBIT CARD SERVICES AND CODE OF CONDUCT FOR CREDIT AND DEBIT CARD INDUSTRY IN CANADA

I understand that the Credit Union system endorses and supports the voluntary Canadian Code of Practice for Consumer Debit Card Services as well as the Code of Conduct for Credit and Debit Card Industry in Canada and that Credit Unions are guided by the principles of these Codes in administering the operation of Debit Card services. A copy of these Codes is available from my Credit Union upon request.

## 17. INTERPRETATION AND DEFINITIONS

This Agreement is intended to be interpreted in accordance with its plain English meaning. For the purposes of this Agreement, Point-of-Sale transaction means the use of the Debit Card to conduct a contact transaction with its associated PIN or a contactless transaction without the card's associated PIN or using a Mobile Device for purposes permitted by my Credit Union, including but not limited to:

- a) the transfer of funds from my Account to purchase or lease goods or services from a seller, lessor or service provider (a Merchant);
- b) the transfer of funds from my Account to obtain a voucher, chit, scrip, token or other thing that may be exchanged for goods, services or money; or
- c) the transfer of funds into my Account from an Account of a Merchant (e.g. a refund).

## 18. MOBILE PAYMENT SERVICE

The Mobile Payment Service allows Credit Union Debit Card holders to perform Point-of-Sale transactions using a Mobile Device ("Mobile Payment Service").

### a) Mobile Device Security

I further acknowledge that I will properly maintain the security of my Mobile Device used in conjunction with the Mobile Payment Service by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs.

### b) User Licensing Terms

I agree that I will not copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Service or any part of the Service. I will not license, sublicense, market or distribute the Mobile Payment Service, or provide any copies to a third party. I will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Service, and I will not use any part of the Mobile Payment Service to gain access to interconnecting software applications to do the same.

### c) Jurisdiction

I acknowledge that this Agreement is subject to the laws and jurisdictions as defined by my Credit Union. I understand that my Credit Union may monitor and enforce compliance with these terms.

### d) Acknowledgements

I understand that I should keep my physical Debit Card with me to use in the event the Mobile Payment Service is unavailable for whatever reason. I acknowledge and confirm ownership of the respective intellectual property rights by my Credit Union, its partners and associated service providers.

## 19. RECEIPT OF COPY OF AGREEMENT

I acknowledge the receipt of a true copy of this Agreement or a previous version signed by me upon initiation of the PIN based Debit Card service or Mobile Payment Service and that this Agreement does not require signature by my Credit Union. This Agreement may be amended unilaterally by my Credit Union upon thirty (30) days' notice and until the Agreement is terminated, the use or continued use of the Debit Card or Mobile Payment Service by me shall be conclusively deemed to be the acceptance of any amendments to this Agreement.

I acknowledge that notice will be given to me in writing either by mail to my most recent address as shown on the Credit Union's records, by the Credit Union posting notice at its premises or on its website, by personal delivery, or by any other means the Credit Union, acting responsibly, considers appropriate to bring the change to my attention. I also agree to keep this copy of this Agreement for my own records. I understand I may obtain a copy of any changes to the Agreement or the revised Agreement from any branch of my Credit Union.

† Trade-mark of INTERAC Corp. Used under License



### TERMS & CONDITIONS

This Agreement (the “**Agreement**”) outlines the terms and conditions governing Your use of Direct Services (defined below) and Mobile Payment Services (defined below). The Financial Institution does not offer Direct Services or Mobile Payment Services other than in accordance with these terms and conditions. By requesting and using Direct Services or Mobile Payment Services You acknowledge Your acceptance of these terms and conditions.

In consideration of the Financial Institution providing access to any of Your Accounts using Direct Services or Mobile Payment Services You agree as follows:

- 1. DEFINITIONS AND INTERPRETATION** – This Agreement is intended to be interpreted in accordance with its plain English meaning. Except where otherwise indicated, capitalized terms are used in accordance with the definitions set out in the Canadian Code of Practice for Consumer Debit Card Services. Any defined term used in this Agreement, defined in the singular, is deemed to include the plural and vice versa.

“**Access Terminal**” means any device used to access any of Your Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone, including any form of mobile telephone or Mobile Device.

“**Account**” means any of Your accounts or subaccounts (if applicable) that You may have now or in the future, at the Financial Institution.

“**Account Agreement**” means the agreements for the operation of the Account.

“**ATM**” means an automated teller machine.

“**Bill**” means a person who uses the EDP Services to deliver bills and invoices to their customers electronically.

“**Central 1**” means Central 1 Credit Union.

“**Contaminant**” means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, keystroke logger, or any other malicious code or instruction that may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware.

“**Debit Card**” means a card issued by Us that allows the holder of the card to deposit cash and Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from Merchants or that can be used with Mobile Payment Services. A virtual Debit Card is the electronic equivalent of a Debit Card when used with Mobile Payment Services. All references to “Debit Card” in this Agreement include a virtual Debit Card registered for use with the Mobile Payment Service.

“**Depositor**” or “**You**” or “**Your**” means the customer or member of the Financial Institution who holds the Account with the Financial Institution authorized by Us for Direct Services or Mobile Payment Services.

“**Direct Services**” means the services offered by Us from time to time that let You access the Account using an Access Terminal. However, Direct Services do not include card services such as Debit Cards including those provided by a Third Party.

“**EDP Services**” means an electronic mail service provided by EPO Inc. (doing business as epost™) that facilitates the delivery of bills and invoices from Billers to their customers using Direct Services.

“**Eligible Bill**” means a bill that is of a class specified by a by-law, a Rule, or a standard made under the *Canadian Payments Act*, and defined therein as an ‘eligible bill’. For greater certainty, under this Agreement, an Eligible Bill supporting an Official Image must be a paper-based Instrument, complete and regular on its face, immediately payable to You as payee, and be either a cheque, bank draft, or credit union official cheque, denominated in Canadian Dollars or US Dollars and drawn on a financial institution domiciled in Canada, as and if applicable. For the purposes of this Agreement, third party Instruments that were either delivered to You with the payee in blank or endorsed over to You and post-dated Instruments shall not qualify as Eligible Bills. Further, any Instrument that has been in any way transferred to You from anyone other than the drawer, endorsed over to You, or altered after being drawn shall not qualify as an Eligible Bill.

“**External Account**” means an Account held at another Canadian financial institution; an Investment Industry Regulatory Organization of Canada registrant; a card issuer; or an entity eligible for membership with Payments Canada, being an account in Your name or on which You have the authority to independently authorize Transactions.

“**Financial Institution**” or “**We**” or “**Us**” or “**Our**” means the financial institution holding Your Account set out in the Account Agreement.

“**Instrument**” means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable instrument, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

“**Interac e-Transfer<sup>®</sup> Answer**” means the word or phrase created by the sender of a money transfer and used by the recipient to claim the money transfer using *Interac* e-Transfer Services.

“**Interac e-Transfer Contact Information**” means the electronic contact information, including without limitation an account number, payment identifier, email address or telephone number, used in sending and receiving of a money transfer using *Interac* e-Transfer Services.

“**Interac e-Transfer Notice**” means the electronic notice sent to the recipient of a money transfer, when such money transfer is sent using *Interac* e-Transfer Services. The *Interac* e-Transfer Notice may be read by using an Access Terminal.

“**Interac e-Transfer Services**” means the money transfer service provided by Interac Corp. that facilitates the sending, requesting, and receiving of money transfers (using including without limitation account number, payment identifier, email or telephone number) through Direct Services to and from Participating Financial Institutions and the Interac Corp. payment service.

“**Merchant**” means a person that sells goods or services to You and who receives payment through either Direct Services or Mobile Payment Services.

“**Mobile Device**” means a mobile device such as and including a computer, a portable hand-held device, or a telephone including any form of mobile telephone that is capable of being used in connection with the Mobile Payment Service.

“**Mobile Payment Services**” means those electronic payment services that can be performed with a Debit Card and PIN or a virtual Debit Card and Passcode using a Mobile Device that allows You to perform Point of Sale Transactions using a Mobile Device.

“**Mobile Payment Transaction**” means a Transaction made using Mobile Payment Services.

“**Notification**” means a written notice generated by or on behalf of the Financial Institution that provides to You notice of a pending or completed Transaction or a summary of the balance of the Account, including notices issued by email or SMS text messages to any of Your Contact Info.

“**Official Image**” means an electronic image of an Eligible Bill, either created in accordance with the provisions of this Agreement or that otherwise complies with the requirements to permit negotiation and clearing of that Eligible Bill in accordance with the by-laws, standards, and Rules of the Canadian Payments Association.

“**Online Payment Service**” means the online payment service provided by Interac Corp. (doing business as INTERAC Online) that facilitates the sending and receiving of money through Direct Services and Interac Corp. to Participating Financial Institutions for the purchase of goods and services from Participating Merchants.

“**PAC**” means the personal access code or word used with Direct Services to access an Account.

“**PAD**” means a Preauthorized Debit.

“**Participating Financial Institution**” means a financial institution participating in *Interac* e-Transfer Services, Online Payment Services, or Western Union Services, as the case may be.

“**Participating Merchant**” means a Merchant that offers the Online Payment Service as an online payment option on the Merchant’s website.

“**Passcode**” means the numerical code selected by the Debit Card holder to authorize certain Mobile Payment Transactions.

“**PIN**” means a secret code intended for the sole use of a cardholder. The PIN is used in conjunction with a Debit Card to confirm the identity of the cardholder and to authorize Debit Card Transactions. If Your Access Terminal or Mobile Device is accessible with a biometric substitute for a PIN (such as a fingerprint or iris scan), then in this Agreement, PIN includes such biometric.

“**PIW**” means the personal identification word used in connection with Remote Instructions.

“**POS**” means Point of Sale, being an electronic terminal used by cardholders to pay for goods or services at a retail or service outlet.

“**POS Transaction**” means the use of the Debit Card to conduct a contact Transaction or a contactless Transaction or using a Mobile Device for purposes permitted by Us, including but not limited to: (a) the transfer of funds from Your Account to purchase or lease goods or services from a Merchant; (b) the transfer of funds from Your Account to obtain a voucher, chit, scrip, token or other thing that may be exchanged for goods, services or money; or (c) the transfer of funds into Your Account from an Account of a Merchant (e.g., a refund).

“**Preauthorized Debit**” means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with Your written request.

“**Remote Deposit Service**” means the remote deposit capture service provided by Us and Central 1, and accessed through Direct Services, that allows You, using an Access Terminal and any other means authorized by Us in Our sole discretion from time to time, to create, transmit, and receive

## TERMS & CONDITIONS (CONTINUED)

to the benefit of the Financial Institution an Official Image for deposit to the Account.

**"Remote Instructions"** means instructions given to the Financial Institution with respect to the operation of the Account from a remote location, using a computer, a Mobile Device, fax, via the Financial Institution's online banking system, email, text message transmission, or other remote communication acceptable to the Financial Institution to operate the Account or authorize Transactions and make arrangements with the Financial Institution.

**"Rules"** means the regulations, by-laws, rules, and standards of the Canadian Payments Association, also referred to as Payments Canada, or any successor organization thereof, in effect from time to time.

**"The Services"** means, when used in this Agreement, Direct Services and Mobile Payment Services without differentiation.

**"Third Party"** means any person, firm, corporation, association, organization, or entity other than the Financial Institution or Central 1.

**"Transaction"** means any transaction processed to or from the Account.

**"Transaction Record"** means a paper Transaction record dispensed mechanically, or written notification generated by or on behalf of Us, or notice of a pending or completed Transaction or a summary of the balance of Your Account, including notifications issued by email or SMS text message to You or available as an Account Statement or balance of Account when You use a Mobile Device or other Access Terminal.

**"Western Union Services"** means the money transfer service provided by WUC that facilitates the sending or receiving of money transfers through Direct Services to or from WUC and the WUC agent network.

**"Wrongful Activity"** means any use or attempted use of the *Interac* e-Transfer Services by You or a Third Party, acting alone or in concert, that is fraudulent, unauthorized, made in bad faith or otherwise improper, whether for financial gain or otherwise.

**"WUC"** means Western Union Financial Services (Canada) Inc.

**"Your Contact Info"** means any of the contact information, including, without limitation, postal address, email address, fax number, or telephone number provided by You accepted by Us through which the Financial Institution can give You written notice.

2. **PERSONAL INFORMATION** – You agree that the Financial Institution may collect, use, and disclose Your personal information to provide financial services and products to You, to verify or determine Your identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and the privacy policies of the Financial Institution. We may obtain, collect, use, and release confidential Depositor information as permitted or required by law or in a court proceeding or with Your consent or as necessary to process Transactions.

3. **USE OF SERVICES** – You may use The Services to access any permitted Account and to authorize such Transactions as may be permitted by Us from time to time, commencing upon the day these terms and conditions are accepted by You and Your request for The Services is approved by Us. You must not use The Services to authorize Transactions on an Account that otherwise requires more than one authorization (i.e., with multiple signature requirements) unless prior authorization is received in writing and with Our approval. We may, from time to time, add to or delete from the types of use permitted and services offered.

In connection with The Services, You agree to provide true, accurate, current, and complete information about You, the Account, and any External Account when required by Us. Further, You agree to notify Us of any changes to such information within a reasonable period of time.

4. **SERVICE CHARGES AND FEES** – You will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party through Your initiation of a Transaction. You will pay the service charges that We establish from time to time for The Services, including, without limitation, service charges for providing records regarding You that We are legally required to provide. You acknowledge receipt of a schedule of Our charges for The Services in effect at the time of acceptance of this Agreement. We may, from time to time, increase or decrease the service charges for The Services and provide notice of such changes by sending a notice to Your Contact Info, by posting notice at Our premises or on the Financial Institution's website, by personal delivery, or by any other means We, acting reasonably, consider appropriate to bring the change to Your attention. Current service charges for The Services may be obtained by contacting Us or through the Financial Institution's website. You are responsible for determining the then-current service charges for The Services You request, in advance of using The Services. By requesting The Services You acknowledge Your agreement to pay service charges for The Services as requested as then in effect. The Financial Institution can deduct service charges from Your Account (or other accounts belonging to You with Us) when the service is requested or performed. New or amended service charges and fees will become effective on the stated effective date following publication, when the service is

requested or performed, or when incurred, and in any event, no later than 30 days after publication by Us.

5. **AVAILABILITY OF THESE SERVICES** – You acknowledge that the availability of The Services depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to the Financial Institution, Central 1, and Third Parties and that there is no guarantee or obligation to provide continuous or uninterrupted service. The Financial Institution and Central 1 are not liable for any cost, loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, special, or consequential, that You may suffer in any way arising from non-continuous or interrupted service or the Financial Institution or Central 1 providing or failing to provide The Services, or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment or other technical malfunctions or disturbances for any reason whatsoever, nor are the Financial Institution or Central 1 liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, garbled, or delayed transmissions, or online failures (collectively, **"Interruption Claims"**), even if You have advised Us of such consequences. You release and agree to hold Us and Central 1 harmless from any and all Interruption Claims.

6. **AUTHORIZATION FOR TRANSACTIONS** – You acknowledge and agree that:

- using the PAC to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by You in person or as otherwise contemplated or permitted by the Account Agreement;
- You will be bound by each such Transaction; and
- once the PAC has been used to authorize a Transaction, the Transaction cannot be revoked or countermanded.

You irrevocably authorize and direct Us to debit or credit, as the case may be, the amount of any Transaction to the Account, together with any service charges or fees, authorized using the PAC, the PIW, in person by You, or as otherwise contemplated or permitted by the Account Agreement, in accordance with the normal practices of the Financial Institution, which may be amended from time to time without notice.

7. **CONFIDENTIALITY** – We can assign or require You to select and use a PAC, PIW and PIN and in connection with this Agreement. You agree to keep the PAC, PIW and PIN confidential and will only reveal them to authorized Financial Institution agents or officers when required by Us. You agree not to record the PAC, PIW or PIN in any format or medium. You can change the PAC, PIW or PIN at any time. You agree to change the PAC, PIW or PIN if and when required by Us. You acknowledge that the PAC, PIW and PIN must be changed if there is a change in the persons authorized to provide Remote Instructions on the Account.

You are responsible for all use of the PAC, PIW and PIN and for all Transactions on the Account authorized using The Services.

You acknowledge that We may, from time to time, implement additional security measures, and You will comply with all instructions and procedures issued by Us in respect of such security measures. You are aware of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of the Financial Institution. You agree not to respond to such unsolicited communications and will only initiate communications with the Financial Institution either through our banking website or banking app or through Our published contact information as shown on the Financial Institution's website.

If You disclose the PAC or PIN to a Third Party, and if We become aware of such disclosure, We may in Our sole discretion, waive the confidentiality requirements described in this article 7, Confidentiality. Notwithstanding any such waiver, You acknowledge and agree that You remain responsible for all use of the PAC and PIN by the Third Party.

You will not select an obvious combination of digits for Your PIN (e.g., address, card number, account number, telephone number, birth date, or Social Insurance Number). You understand that the Financial Institution has only disclosed the PIN to You and to no one else, and You will never, under any circumstances, disclose the PIN to any other person. You will not use Your PIN as Your Mobile Device or online access code. You will not keep a written record of the PIN, unless the written record is NOT carried next to the Debit Card and NOT stored on Your Mobile Device and is in a form indecipherable to others. You will always screen the entry of the PIN with Your hand or body.

You must treat the Passcode used to authorize any Transactions within the Mobile Payment Service with the same standard of care and confidentiality as Your PIN.

8. **REMOTE INSTRUCTIONS** – You may provide Remote Instructions to any branch of the Financial Institution as permitted by Us, online through the Direct Services web portal, or through Our telephone banking service, if any.

## TERMS & CONDITIONS (CONTINUED)

The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

The Financial Institution may, but will not be obliged to, act on Remote Instructions received in Your name along with any requisite PAC and PIW, if any, to the same extent as if the Remote Instructions were written instructions delivered to Us by mail and signed by You authorized to operate the Account. Any such Remote Instructions are deemed genuine.

The Financial Institution may, in its sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instruction.

A Remote Instruction is deemed received by Us only when actually received and brought to the attention of an authorized officer, agent or processor of the Financial Institution capable of acting upon and implementing the Remote Instruction.

Remote Instructions can be transmitted to the Financial Institution at the telephone or fax number or email address provided by Us, or at such other telephone or fax number or email address as We may advise You by notice in writing, or online through the Direct Services web portal. Any one person purporting to be the Depositor may act alone and provide Remote Instructions to the Financial Institution, even if two or more signatures are otherwise required to operate the Account. The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as You is in fact You, and can rely upon such, and We may act on the Remote Instructions provided by any such person as fully authorized by You, even if such were not. All Remote Instructions given to the Financial Institution in Your name will bind You. If the Depositor does not wish to permit Remote Instructions, then the Depositor should not subscribe to The Services.

- 9. VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY US** – All Transactions are subject to verification and acceptance by Us and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, the Financial Institution may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date You authorized the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time the Financial Institution, acting reasonably, ever determines that a credit made to or traced to the Account was made in error or based upon a mistake of fact, or induced through or in any way tainted by fraud or unlawful conduct, We may place a hold on the credit and reverse the credit and any applicable interest.

- 10. FINANCIAL INSTITUTION RECORDS** – Whether a Transaction Record is issued or not, it is Your responsibility to verify that all Transactions have been properly executed by checking the periodic statement or passbook entries itemizing Transactions and reviewing Your Transaction Records. In the absence of evidence to the contrary, Our records are conclusive for all purposes, including litigation, in respect of any instructions given by You to Us through the use of the Debit Card; the contents of any envelope deposited into Your Account at an ATM; the making of a withdrawal, deposit or transfer through the use of the Debit Card; and any other matter or thing relating to the state of accounts between You and Us. Our records of all Transactions will be deemed to be correct and will be conclusive and binding on You. All Transactions will appear on the regular statements of account for the Account.

If You believe or suspect that the records of the Financial Institution contain an error or omission, or reflect unauthorized Account activity, You must give immediate written notice to Us, and in any event, must do so within the shorter of the time provided in the Account Agreement or 45 days from the date of the Transaction.

A copy of any fax or email message or other Remote Instructions or the Financial Institution's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by You. You will not object to the admission of the Financial Institution's or Central 1's records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

- 11. LIABILITY FOR ERRORS AND OMISSIONS** – If the Financial Institution makes an error or omission in recording or processing any Transaction, the Financial Institution is only liable for the amount of the error or omission if You have not caused or contributed to the error or omission in any way, have complied with this Agreement and the Account Agreement, and have given written notice to Us within the time provided in the Account Agreement, and to the extent the liability is not otherwise excluded by this Agreement or the Account Agreement.

If You have given such notice, the Financial Institution's maximum liability is limited to the amount of the error or omission. In no event will We be liable for any delay, inconvenience, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) whatsoever caused by, or arising from, any such error or omission.

- 12. EXCLUSION OF FINANCIAL INSTITUTION RESPONSIBILITY** – We are not responsible for any loss or damage suffered or incurred by You except to the extent caused by the gross negligence or intentional or willful misconduct of the Financial Institution, and in any such case We will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if We have been advised of the possibility of such damages. In no event will We be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by You that is caused by:

- the actions of, or any failure to act by, You, or any Third Party (and no Third Party will be considered to be acting as an agent for Us unless expressly authorized to do so for that purpose);
- the inaccuracies in, or inadequacies of, any information furnished by You to Us, including, but not limited to any failed, duplicative, or erroneous transmission of Remote Instructions;
- the failure by Us to perform or fulfill any of Our obligations to You, due to any cause beyond Our control; or
- forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions or Instruments, or material alteration to an instruction, including Remote Instructions.

- 13. RISKS AND DUTIES** – Except for loss caused exclusively by Our gross negligence or intentional or willful misconduct, and subject to the limitations of liability in this Agreement or the Account Agreement, You assume all risk of loss due to the use of The Services, including, without limitation, the risk of Third Party fraud. You further agree that You will notify Us immediately:

- of any suspected or actual misuse or unauthorized use of the PAC, PIW or PIN; or
- if the PAC, PIW or PIN becomes known to anyone other than You; or
- if You receive Notification of any Transaction affecting the Account that alerts You of Account activity that was not authorized by You.

You will change the PAC, PIW or PIN if either of the notification requirements above in a) or b) arises.

You acknowledge that You are responsible for all use made of the PAC, PIW and PIN and that We are not liable for Your failure to comply with any part of this Agreement. You are liable for all authorized and unauthorized use, including all Transactions. You are also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, You expressly acknowledge and agree that You shall be bound by and liable for any use of the PAC, PIW or PIN by a member of Your household whether authorized by You or not.

You are liable for all transfers to linked accounts. You bear all risk for all such Transactions.

Where You know of facts that give rise or ought to give rise to suspicion that any Transactions, or instructions in respect of the Account, or Instruments deposited to the Account are fraudulent, unauthorized, counterfeit, or induced through or in any way tainted by fraud or unlawful conduct, or otherwise likely to be returned to Us or found invalid for any reason, You have a duty to make reasonable inquiries of proper parties into such Transactions, instructions, or Instruments, as the case may be, to determine whether they are valid authorized Transactions, instructions, or Instruments, as the case may be, before negotiating or, alternatively, accessing any funds derived from such Transactions, instructions, or Instruments, and to disclose to the Financial Institution, Your suspicion and the facts upon which Your suspicion is based ("**Suspicious Circumstances**").

The Financial Institution may, in its sole discretion, investigate any Suspicious Circumstances disclosed by You, but We do not owe You any obligation to undertake Our own investigation of Suspicious Circumstances. The Financial Institution may place a hold on all or some of Your Accounts pending investigation of any improper use of any Account. Any hold imposed by Us pursuant to any of the terms of this Agreement, or investigation undertaken by Us, is imposed or undertaken by Us at Our sole discretion and for the Financial Institution's sole benefit.

Release of a hold by Us is not a confirmation that a Transaction, instruction, or Instrument is in fact good or cleared or not subject to chargeback and may not be relied upon as such by You. If to Our satisfaction any improper use is established, We can withdraw or suspend The Services and operation of the Account without notice.

- 14. RIGHTS FOR INNOCENT BREACH** – Subject to the provisions of this Agreement and the Account Agreement:

- if You did not reveal the PAC, PIW or PIN to any other person, other than authorized Financial Institution agents or officers when required by Us, or write it down or otherwise record it, and changed the PAC, PIW and when required by this Agreement, You will not be liable for any unauthorized use that occurs after We have received written notice from You that the PAC, PIW or PIN may have become known to

## TERMS & CONDITIONS (CONTINUED)

- someone other than You. We will not be considered to have received written notice until the Financial Institution gives You written acknowledgement of receipt of such notice; and
- b) We will not otherwise be liable for any damages or other liabilities that You may incur by reason of the Financial Institution acting, or failing to act, on Remote Instructions given in Your name whether or not You actually gave the Remote Instructions. We will not be liable for any damages or other liabilities that You may incur by reason of the Financial Institution acting, or failing to act, on no statement requests made by You through Direct Services whether or not You actually gave the Remote Instructions.
- 15. DISPUTE RESOLUTION – PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS** – In the event of a problem with a Direct Services Transaction or an unauthorized Direct Services Transaction, You will report the issue immediately to the Financial Institution. We will investigate and respond to the issue in a timely way. We will not unreasonably restrict You from the use of the Account subject to dispute, as long as it is reasonably evident that You did not cause or contribute to the problem or unauthorized Transaction, have fully cooperated with the investigation, and have complied with this Agreement and the Account Agreement. We will respond to reports of a problem or unauthorized Transaction within ten business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by You. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that You have complied with this Agreement and on the balance of probabilities it is shown that You took all reasonable and required steps to:
- a) protect the confidentiality of the PAC, PIW and PIN as required by this Agreement and the Account Agreement;
- b) use security safeguards to protect against and detect loss, theft, and unauthorized access as required by this Agreement and the Account Agreement; and
- c) act immediately, upon receiving a Notification of, or becoming aware of, an unauthorized Transaction, to mitigate against further loss and report the issue to the Financial Institution.
- 16. ACCESS TERMINAL/MOBILE DEVICE SECURITY** – If The Services are made available through the Internet or a telephone service provider, You acknowledge that although the Financial Institution uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at Your risk. You acknowledge and shall ensure that any private Access Terminal used by You to access The Services is auto-locked by a password or biometric to prevent unauthorized use of that Access Terminal, has a current anti-contaminant program, and a firewall, and that it is Your personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. You further acknowledge that to reduce the risk of unauthorized access to the Account through the Access Terminal, You will sign out of The Services and, where applicable, close the browser or banking app when finished using it. You further acknowledge that using public or shared computers and certain other Access Terminals through an open WiFi or shared Bluetooth portal, to access The Services increases the risk of unauthorized access to the Account, and You will take all reasonable precautions to avoid such use or inadvertent disclosure of the PAC, PIW and PIN.
- 17. FRAUD PREVENTION AND DETECTION** – You agree to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions.
- You agree to diligently supervise and monitor the conduct and work of all agents having any role in the preparation of Your Instruments, Your reconciliation of the statement of account for the Account, or other banking functions.
- 18. LINKS** – If The Services are made available through the Internet, the Financial Institution's website may provide links to other websites, including those of Third Parties who may also provide services to You. You acknowledge that all those other websites and Third Party services are independent from the Financial Institution's and may be subject to separate agreements that govern their use. The Financial Institution and Central 1 have no liability for those other websites or their contents or the use of Third Party services. Links are provided for convenience only, and You assume all risk resulting from accessing or using such other websites or Third Party services.
- 19. THIRD PARTY SERVICES** – The Financial Institution and Central 1 may, from time to time, make services provided by Third Parties available through Direct Services or the Financial Institution's website. You acknowledge and agree that:
- a) the Financial Institution and Central 1 make the services of Third Parties available through Direct Services or Our website for Your convenience. The services are provided by the Third Party and not Us or Central 1.
- Your relationship with the Third Party shall be a separate relationship, independent of the relationship between You, Us and Central 1, and such a relationship is outside the control of the Financial Institution and Central 1;
- b) We and Central 1 make no representation or warranty to You with respect to any services provided by a Third Party even though those services may be accessed by You through Direct Services or Our website;
- c) You assume all risks associated with accessing or using the services of Third Parties;
- d) We and Central 1 have no responsibility or liability to You in respect of services provided by a Third Party;
- e) any dispute that relates to services provided by a Third Party is strictly between You and the Third Party, and You will raise no defence or claim against Us and Central 1; and
- f) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* may apply to the services provided by Third Parties and that the Third Parties may, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.
- 20. INDEMNITY** – You agree to indemnify and hold Us and Our service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to Your use of The Services. Depositors must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:
- a) any of the Indemnified Parties making Direct Services available to You;
- b) any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;
- c) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by You through Direct Services;
- d) any Transaction that results in a negative balance in the Account; or
- e) the consequences of any Transaction authorized by You.
- This indemnity will enure to the benefit of the Indemnified Parties and will be binding upon You and Your heirs, executors, successors, and assigns and shall survive the termination of this Agreement for any act or omission prior to termination as gives rise to an indemnified claim, even if notice is received after termination.
- 21. SERVICES ACKNOWLEDGEMENT** – You acknowledge and agree that:
- a) when transfers and bill payments are authorized through Direct Services, funds are deemed irrevocably transferred out of the Account and the Transaction cannot be revoked or countermanded by You;
- b) anyone with access to the PAC, PIW or PIN may be able to access The Services and may use the PAC, PIW or PIN to transfer money out of an Account, set up bill payment arrangements, make bill payments, and authorize any other Transaction;
- c) We will not be liable in any way to You or any other person for processing or accepting on the Account any Transaction that results in the transfer of money out of the Account or in the payment of bills, even if the money is used for the benefit of a person other than You, or if bills owed by a person other than You are paid;
- d) You will be liable for all Transactions conducted using The Services, including Transactions that benefit a person other than You or that result in the payment of bills owed by a person other than You; and
- e) a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.
- 22. NO STATEMENT REQUEST AND ONGOING VERIFICATION OBLIGATIONS** – If, at Your request, We agree to cease printing and mailing statements of account for the Account to You, You acknowledge and agree that:

## TERMS & CONDITIONS (CONTINUED)

- a) You will be responsible to obtain (whether from Us or using The Services) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by no later than the end of the following calendar month (the "**Notification Date**"), notify Us of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in any Instrument or other items, or of any forgeries, fraudulent or unauthorized Transactions of any type, and any debits wrongly made to the Account;
- b) notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which You have notified Us in writing on or before the Notification Date), You agree that:
- the amount of the balances shown on the last day of the calendar month is correct and binding on You subject to Our right to make reversals in accordance with this Agreement and the Account Agreement;
  - all amounts charged to the Account are valid;
  - You are not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month;
  - You have verified the validity of any Instruments and instructions; and
  - the use of any service shown is correct.
- You acknowledge that:
- notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by Us and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back, made in error, or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly; and
  - notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by Us. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.
- c) despite subsection b) above, if You have authorized PADs to be issued against any of the Accounts, You acknowledge that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:
- where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting; and
  - where the purpose of the PAD was for payment of goods and services related to commercial activities of You, the time period for making such a claim is ten business days from the date of debiting.
- Claims must be made in writing to Us within the specified time period and in compliance with the Rules, as amended from time to time.
- 23. BILL PAYMENTS MADE THROUGH DIRECT SERVICES** – You acknowledge and agree that:
- bill payments made through Direct Services are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is authorized and the internal accounting processes of the bill payment recipient;
  - it is Your responsibility to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;
  - We and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment or a delay in the processing of bill payments;
  - if You have made or received a bill payment in error, We may, but are not obliged to, assist You by initiating or processing a "**Bill Payment Error Correction Debit**", as defined under the Rules, and if so initiated, You agree to indemnify Us for any direct loss, costs, or damages incurred, and will pay to Us any reasonable service charges or fees related to the provision of the service; and
  - if We initiate or process a Bill Payment Error Correction Debit affecting Your Accounts or affairs, and if We did so without gross negligence or intent to cause loss or harm, We shall be held harmless for any and all loss, costs, or damages suffered or incurred by You, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.
- 24. SERVICES AND THIRD PARTIES** – In respect of all The Services and any Third Party services made available by Us, You shall not:
- use the services for an illegal, fraudulent, or defamatory purpose; and
  - take steps, or cause, or permit anything to be done that could undermine the security or integrity of the services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of The Services or Third Party services).
- If You breach these provisions Your participation in The Services or any service provided by Us or a Third Party may be suspended or terminated.
- 25. EDP SERVICES** – If the Financial Institution through Direct Services makes EDP Services available and You use the EDP Services:
- You consent to epost™ preparing, using, and disclosing reports relative to the performance and operation of the EDP Services, including statistical or performance reports and other analysis, compilation, and information about the EDP Services or You, and reports that pertain to Your involvement in and use of the EDP Services. You further consent to epost™ disclosing to Central 1 Depositor-specific data that consists of the total number of Billers for which You have registered, without identifying those Billers apart from the Financial Institution and its affiliates, and without identifying detailed data of Your viewing activities;
  - You acknowledge that epost™ will not respond directly to You with respect to any inquiries, requests, questions, complaints, or other issues relating to the EDP Services in any way, other than to direct You to the Financial Institution or the Biller; and
  - You acknowledge that the consents contained in a) above are requirements of the EDP Services and that if such consents are withdrawn, Your participation in the EDP Services may be suspended or terminated and any or all documents may not be presented via the EDP Services.
- 26. TRANSFERS WITH EXTERNAL ACCOUNTS** – If the Financial Institution through The Services enables You to transfer funds between the Account and an External Account, then:
- You agree to inform Us in writing of the External Accounts You wish to link to the Account in a form acceptable to Us;
  - We reserve the right to refuse to accept the External Account;
  - You agree to provide Us with the financial institution number, branch address or number, and the account number of the External Account You wish to link to the Account. We reserve the right to verify the External Account;
  - You and the External Account holder must provide authorization to establish the link between the Account and the External Account;
  - You agree to not link the Account to an account that is not owned by You;
  - You acknowledge and agrees that We, at Our discretion, may limit the type of transfers that can be conducted between the Account and the External Account; specifically whether Transactions will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account;
  - You may only link an Account denominated in Canadian dollars to an External Account denominated in Canadian dollars, or an Account denominated in US dollars to an External Account denominated in US dollars, and only if the External Account is with a financial institution domiciled in Canada;
  - We reserve the right to limit: the number of External Accounts that can be linked to the Account; the dollar amount of Transactions to or from the External Account; and the number of Transactions to or from the External Account;
  - We reserve the right to hold funds on the Transaction amount;
  - You consent to the disclosure to the financial institution that holds the External Account of any personal information provided to Us with respect to Transactions to or from the External Account. You also consent to the disclosure to Us of any personal information provided to the financial institution holding the External Account of any personal information provided to such financial institution with respect to Transactions to or from the External Account;
  - funds usually arrive in Your External Account or Account within three to five business days from the day the Transaction is authorized. We cannot guarantee the date of deposit to the Account or External Account. We and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in the processing of Transactions;

## TERMS & CONDITIONS (CONTINUED)

- l) all deposits or withdrawals will be reversed if the Transaction cannot be delivered or if it is returned for any reason; and
- m) You agree that for security or risk management purposes and at Our discretion, a nominal sum may be credited to the External Account once per year.
- 27. TRANSFERS WITH LINKED ACCOUNTS** – If the Financial Institution through Direct Services enables You to link multiple Accounts to a single user name to allow You to access the Accounts from a single user name, it will not constitute merging the Accounts. If the Accounts are linked through Direct Services, then:
- a) We reserve the right to refuse to accept any Account;
- b) You agree that We, at Our discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;
- c) We reserve the right to limit: the number of Accounts that can be linked; the dollar amount of Transactions made to or from a linked Account; and the number of Transactions made to or from a linked Account;
- d) the Financial Institution reserves the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by Us, during which time the Transaction or portion thereof will not be accessible to You;
- e) You agree that the Financial Institution cannot guarantee the date of a Transaction to and from a linked Account. The Financial Institution and Central 1 will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of Transactions; and
- f) all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.
- 28. INTERAC E-TRANSFER<sup>®</sup> SERVICES** – If the Financial Institution through Direct Services makes *Interac* e-Transfer Services available and You use the *Interac* e-Transfer Services, You acknowledge and agree that:
- a) the *Interac* e-Transfer Services are only available in Canadian dollars;
- b) the Account will be debited as soon as You initiate a Transaction, and We may hold the Transaction amount until the recipient successfully claims the Transaction or the Transaction is cancelled. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, We are deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the Transaction or the Transaction is cancelled;
- c) Transactions sent and received through the *Interac* e-Transfer Services are subject to number and dollar limits that may change from time to time without prior notice to You;
- d) We will not be responsible or liable for any losses or damages incurred as a result of funds held and limits set by Us, Interac Corp., or a Participating Financial Institution;
- e) an *Interac* e-Transfer Notice advising the recipient of the Transaction may be generated within approximately 30 minutes after You originate the Transaction;
- f) as the sender, You will keep the *Interac* e-Transfer Answer confidential and will not disclose it or share it with anyone but the intended recipient; You will select an *Interac* e-Transfer Answer that is known only to the recipient and that cannot be easily determined via social media or other means; You will not disclose the *Interac* e-Transfer Answer in the applicable security question, hint or Transaction details; and You will not provide the recipient the *Interac* e-Transfer Answer via the email or phone number that was used to send the *Interac* e-Transfer Notice;
- g) if applicable, the recipient must correctly provide the *Interac* e-Transfer Answer to claim the Transaction;
- h) We, the other Participating Financial Institution, and Interac Corp. or Interac Corp.'s agents are entitled to pay the Transaction amount to anyone who, using the *Interac* e-Transfer Services, claims to be the recipient and successfully provides the *Interac* e-Transfer Answer;
- i) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever incurred as a result of a Third Party, other than the intended recipient to the Transaction, guessing or obtaining the *Interac* e-Transfer Answer through any means other than in the event of a Wrongful Activity, however notwithstanding the foregoing, in the event of an intercepted transaction from Your account where the funds did not reach the intended recipient, We may provide reimbursement to You provided that You did not participate in the Wrongful Activity, You fully cooperate in the investigation of such event, and that You have satisfied and remain in compliance with all of the applicable terms and conditions in this Agreement;
- j) as the recipient, You will not disclose the *Interac* e-Transfer Answer except as required to claim the transfer;
- k) the recipient may claim a Transaction using Our online banking services or another Participating Financial Institution; Transactions sent via account number, payment identifier, Autodeposit or Request Money may be automatically deposited into the account of the recipient/ requestor;
- l) if the recipient declines a Transaction that You initiated, the Transaction will be returned to You;
- m) while the *Interac* e-Transfer Notice is usually delivered to the recipient within 30 minutes, We do not guarantee the time of deposit;
- n) as the sender, the Transaction will be returned to You if the recipient does not claim the Transaction within 30 days of the date the transfer is initiated, if the Transaction cannot be successfully sent to the recipient's *Interac* e-Transfer Contact Information as provided by You, or if the recipient declines the Transaction;
- o) as the sender, You are responsible for providing the recipient's correct *Interac* e-Transfer Contact Information and further agree that the recipient has consented to Your use of the *Interac* e-Transfer Contact Information for *Interac* e-Transfer Services purposes, including its provision to Us, the other Participating Financial Institution, and Interac Corp.;
- p) We may cancel a Transaction if We have reason to believe that a mistake has occurred or if We believe that the Transaction is a product of unlawful or fraudulent activity;
- q) You are responsible for providing the recipients correct *Interac* e-Transfer Contact Information and will immediately update it via Direct Services if there are any changes to the *Interac* e-Transfer Contact Information;
- r) as the sender, You may cancel a Transaction up to the time before the recipient successfully claims the Transaction. As the recipient, You acknowledge that a Transaction may be cancelled up to the time You successfully claim the Transaction;
- s) all disputes will be handled directly between the sender and the recipient without the participation of the Financial Institution or any other party;
- t) We may refuse to provide *Interac* e-Transfer Services for You;
- u) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction;
- v) You are responsible for charges, if any, or data rates that Your applicable service provider may apply for transmitting and receiving data (including but not limited to data roaming charges);
- w) As the recipient, if You have activated the Autodeposit feature for the email address used by the sender to send You funds, or by other means that may become available, such as mobile number, then the money You receive via *Interac* e-Transfer Services is automatically deposited into Your account and You will not have to provide the *Interac* e-Transfer Answer, notwithstanding that the Autodeposit feature is subject to support by the sender's respective financial institution;
- x) If You are the requestor of funds through *Interac* e-Transfer Services, You must provide the email address or mobile number of the recipient of Your request, You further agree that the recipient of such request has consented to Your use of the *Interac* e-Transfer Contact Information for *Interac* e-Transfer Services purposes, including its provision to Us, the other Participating Financial Institution, and Interac Corp.; and You must provide the eligible account You want Us to use to deposit the money You receive, if Your recipient accepts Your request; and
- y) You agree that it is Your responsibility, as sender, to provide complete and accurate information about the recipient and, as the recipient to any request for transfer, to respond only to requests that You are expecting and have consented, to such requestor of funds, to receiving.
- z) You agree and acknowledge that any personal information sent through *Interac* e-Transfer Services by You, whether through the transfer of funds or a request for funds, shall be Your responsibility, and the Financial Institution shall not be liable for any cost, expense, loss, damage, or inconvenience for any violation of applicable privacy laws or regulations, as the case may be, and for certainty, You further agree that any transfer of personal information through *Interac* e-Transfer Services shall be subject to the privacy policies of the Financial Institution.

## TERMS & CONDITIONS (CONTINUED)

### 29. WESTERN UNION SERVICES – If the Financial Institution through Direct Services makes Western Union Services available and the Depositor uses the

Western Union Services, the Depositor acknowledges and agrees that:

- a) the Depositor must accept WUC's terms and conditions before authorizing a Transaction using the Western Union Services;
- b) the Account will be debited or credited, as the case may be, as soon as the Depositor authorizes a Transaction;
- c) the Financial Institution will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by the Financial Institution, WUC, Interac Corp., or any member of the WUC agent network;
- d) the Financial Institution may cancel a Transaction if it has reason to believe that a mistake has occurred or if it believes that the Transaction is a product of unlawful or fraudulent activity;
- e) all disputes will be handled directly between the sender and the recipient, without the participation of the Financial Institution or any other party;
- f) Your joint Account holders, if any, may see the details of Your Western Union Services Transactions;
- g) the Financial Institution may refuse to provide Western Union Services for the Depositor; and
- h) the Financial Institution will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction or for Transactions claimed by someone other than the intended recipient.

### 30. REMOTE DEPOSITS – If the Financial Institution, through Direct Services, makes the Remote Deposit Service available and You use the Remote Deposit Service, You acknowledge and agree that:

- a) solely for the Remote Deposit Service, the Financial Institution appoints You as its agent, to act on Our behalf in the creation and transmission of an Official Image to Us, and any other related duties that may be required by Us, all in accordance with the Rules and applicable legislation governing Instruments. In this context, transmission to and receipt by Us of the Official Image will have the same effect as if the Instrument was delivered to a branch of the Financial Institution for negotiation and clearing. You acknowledge and agree that this role as agent cannot be further delegated by You. Further, You acknowledge and agree that You shall be personally responsible and liable for:
  - i) compliance with this Agreement,
  - ii) maintaining adequate security over any Access Terminal used, the location of use of the Access Terminal, and any passwords so as to prevent use by others or interception of data transmitted,
  - iii) ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill,
  - iv) maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images, and
  - v) verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to Us of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service;
- b) We may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of the Financial Institution, subject to the Account Agreement and any of Our policies governing Instruments;
- c) the creation of an Official Image will be done using a method authorized by Us, in Our sole discretion, from time to time. Further, You agree to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of Your Account;
- d) nothing in this Agreement obliges Us to accept for deposit any item whether it is or purports to be an Official Image. You shall not purport to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by You from anyone other than the drawer of that item, or that is in any way altered. If You have any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then You shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original

of that item to the counter of the branch of Account, identify the specific concerns to Us, and fully disclose all material facts known by You relating to that item and fully cooperate with any inquiry or investigation of the concerns;

- e) under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars or United States dollars, drawn on a financial institution domiciled in Canada or the United States, as and if applicable, in Our sole discretion, from time to time. You shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account. United States dollar Instruments shall only be deposited to a United States dollar Account. If You use the Remote Deposit Service with an Instrument that does not qualify for this Service, We, at our discretion, may refuse to negotiate that Instrument or seek to collect on the instrument on Your behalf, as though it was a qualifying Instrument but without any liability on Our part for any delay, inability to collect or any issue arising that inhibits or prevents Us from collecting funds on the Instrument;
- f) Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to You;
- g) any Transaction made on any day or at any time during which We are not open for business may be credited to the Account on Our next business day;
- h) once an Official Image of an Eligible Bill has been transmitted to Us through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless You are requested to do so by Us in writing. Further, You agree to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, You agree to indemnify and hold Us and Our service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to Your use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;
- i) on transmission of an Official Image of an Eligible Bill to Us, You are responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill. (For example: This can be done by writing "void" or "paid" or placing a diagonal stroke across the face of the item with a pen or brightly coloured highlighter.) For a period of 120 days after transmission of the Official Image to Us, or such shorter period as stipulated by Us in writing, You shall retain and produce to Us on written request the original of all imaged Eligible Bills. If You receive a written request to retain or produce, You will comply with the written request, and shall, if requested, produce, by delivering to Us, the original of all specified Eligible Bills within 5 business days of such request. If You fail to comply with the written request made pursuant to this provision, then We can place or continue a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after an Official Image has been transmitted to Us through the Remote Deposit Service or such shorter period as stipulated by Us in writing, and provided that You have verified a credit to the Account that reconciles to the Official Image transmitted, You agree to immediately proceed with destruction of the

## TERMS & CONDITIONS (CONTINUED)

- original of the Eligible Bill. Destruction methods include shredding, pulping, burning, or any other means that ensures that the original Instrument cannot be reused;
- j) You are responsible for any and all costs associated with obtaining a replacement Instrument in the event that We request that You re-transmit an Official Image in accordance with h) above, and the original Instrument was destroyed in accordance with i) above or otherwise lost;
  - k) In Our sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to You at Your Contact Info after You use the Remote Deposit Service to transmit an Official Image, including to advise You of the receipt by Us of an Official Image. To receive such electronic notices, You must provide Your Contact Info required by Us;
  - l) an electronic notice, if any, sent in connection with the Remote Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by Us or that the Account will be credited; and
  - m) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or if We require You to obtain another Instrument.
- 31. ONLINE PAYMENT** – If the Financial Institution, through The Services, makes the Online Payment Service available and You use the Online Payment Service, You acknowledge and agree that:
- a) the Online Payment Service is only available in Canadian dollars from Participating Merchants;
  - b) Transactions for the Online Payment Service must be initiated by You through the appropriate online payment option available on the website of a Participating Merchant;
  - c) as soon as You authorize a Transaction through the Online Payment Service, and provided that there are available funds or credit, the amount of the Transaction will be withdrawn from the Account or a hold will be placed in the amount of the Transaction. We will hold the Transaction amount until the Participating Merchant successfully claims the Transaction or 30 minutes have elapsed, whichever comes first. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, We are deemed to have a security interest in the Transaction amount from the time the Account is held until the Participating Merchant successfully claims the Transaction or the hold is removed;
  - d) Transactions sent and received through the Online Payment Service are subject to number and dollar limits that may change from time to time without prior notice to You;
  - e) We will not be responsible or liable for any losses or damages incurred as a result of funds held and limits set by Us, Interac Corp., a Participating Merchant, or a Participating Financial Institution;
  - f) the Financial Institution, the Participating Financial Institution, and Central 1 are entitled to pay the Transaction amount to anyone who claims to be the Participating Merchant and provides the payment authorization details within 30 minutes of the Transaction being authorized by You;
  - g) We will not be liable for losses or damages incurred as a result of a person other than the intended Participating Merchant receiving the Transaction amount;
  - h) if the Participating Merchant cancels, declines, or fails to claim a Transaction that You authorized, the Transaction amount will be reinstated after 30 minutes have elapsed since the Transaction was authorized. However, We cannot guarantee the date or time that the hold on the Transaction amount will be removed;
  - i) We, Central 1, or Interac Corp. may cancel a Transaction once it is authorized but before payment authorization details are sent to the Participating Merchant, if there is reason to believe that a mistake has occurred or that the Transaction is a product of unlawful or fraudulent activity;
  - j) once payment authorization details have been sent to the Participating Merchant, a Transaction cannot be cancelled. Payment authorization details are sent immediately after a Transaction is authorized by You;
  - k) all disputes, including requests for refunds, will be handled directly between You and the Participating Merchant without Our participation or any other party. A refund, if any, may be received through Direct Services and Central 1 for credit to the Account, or through such other method the Participating Merchant deems appropriate;
  - l) We may refuse, in Our sole discretion, to provide the Online Payment Service for You;
  - m) in Our sole discretion, electronic Notifications for purposes related to the Online Payment Service may be generated and sent to You at Your Contact Info after You authorize a Transaction, including to advise You that the Account has been debited. To receive an electronic Notification, You must provide Your Contact Info required by Us;
  - n) an electronic Notification, if any, sent in connection with the Online Payment Service is for information purposes only and is no guarantee that the Participating Merchant will successfully claim the Transaction or that You have successfully purchased the product or service from the Participating Merchant; and
  - o) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of using the Online Payment Services, including, but not limited to, a delay in processing a Transaction or a Participating Merchant failing to claim a Transaction.
- 32. VIEWING CHEQUE IMAGING** – The Financial Institution may, in connection with Direct Services, permit You to view and print images of Instruments drawn on the Account and such images may be made available before We have determined whether the Instrument will be honoured or accepted. You acknowledge and agree that such images are made available by Us as a service to You and the provision of such images does not mean that the Transaction has been processed, nor does it in any way oblige Us to honour or accept the Instrument.
- 33. VIEWING DOCUMENTS** – We may, in connection with Direct Services, permit You to view and print images of documents. You acknowledge and agree that such images are made available by Us as a service to You and the provision of such images does not in any way oblige Us to permit You to view and print images of documents.
- 34. MOBILE PAYMENT SERVICES** – The Financial Institution may, in connection with Mobile Payment Services, permit You to perform electronic payments at a POS or ATM using a Mobile Device in conjunction with a Debit Card and PIN, or a virtual Debit Card and Passcode.
- 35. NATURE AND PURPOSE OF THE DEBIT CARD** – You will use the Debit Card only for the purpose of obtaining services as agreed upon between You and Us. On thirty days' written notice, We may add or remove from the types of uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This Agreement, and the fact that You have the use of the Debit Card, does not give You any credit privileges or any entitlement to overdraw Your Account, except as may be provided by separate agreement with Us.
- 36. WITHDRAWALS AND DEPOSITS** – Unless You have made other arrangements with Us, amounts credited to Your Account as a result of deposits using the Debit Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are paid. Withdrawals or transfers effected by the use of the Debit Card will be debited to Your Account at the time they are made. You will not deposit any coins or worthless, counterfeit or fraudulent items to Your Account, into any ATM, or using Your Mobile Device, and will pay to Us any damages, costs or losses suffered by Us as a result of any such deposit.
- 37. LIABILITY – CONSEQUENCES OF BREACH OF DEBIT CARD SECURITY** – Once You have first used the Debit Card, or virtual Debit Card as part of the Mobile Payment Service, You will be liable for all authorized and unauthorized uses of the Debit Card by any person up to Your established daily withdrawal limit (including funds accessible through a line of credit or overdraft privilege), for each day through until the expiry or cancellation of the Debit Card. However, in the event of alteration of Your Account balance due to technical problems, card issuer errors and system malfunctions, You will be liable only to the extent of any benefit You have received, and will be entitled to recover from the Credit Union any direct losses You may have suffered. The Financial Institution will have the discretion to relieve You from liability for unauthorized use of Your Debit Card either through no fault of Your own or in a case where You have inadvertently contributed to the unauthorized use of Your Debit Card. You will cooperate in any investigation. We will not be liable to You for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a POS Transaction. You understand that You must not use Your Debit Card, for any unlawful purpose, including the purchase of goods and services prohibited by local law applicable in Your jurisdiction.
- 38. LOST OR STOLEN DEBIT CARD – COMPROMISE OF PIN OR MOBILE DEVICE** – If You become aware that the Debit Card or Your Mobile Device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN or Passcode has been made accessible to another person, or if any other person's biometric gets stored on Your Mobile Device, You will notify Us or Our agent immediately, whereupon the Debit Card will be cancelled,



## TERMS & CONDITIONS (CONTINUED)

the Mobile Payment Service suspended or the PIN or Passcode changed. The instant such notice is actually received by Us or when We are satisfied that You became the victim of fraud, theft, or coercion by trickery, force or intimidation, Your liability for further use of the Debit Card or Mobile Payment Service will terminate, and You will be entitled to recover from Us any subsequent losses suffered by You through the use of the Debit Card or Mobile Payment Service.

- 39. PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS** – In the event of a problem with a Debit Card Transaction, or unauthorized Debit Card Transaction, other than a matter related to goods or services provided by Merchants, You will report the issue promptly to Us and we will investigate and respond to the issue on a timely basis. We will not unreasonably restrict You from the use of any funds subject to dispute, provided that it is reasonably evident that You did not contribute to the problem or unauthorized Transaction. We will respond to Your report of a problem or unauthorized Transaction within ten business days and will indicate what reimbursement, if any, will be made for any loss incurred by me. Reimbursement will be made for losses from a problem or unauthorized use in this time frame provided that on the balance of probabilities it is shown that You did not knowingly contribute to the problem or unauthorized Transaction and that You took reasonable steps to protect the confidentiality of Your PIN or Passcode. An extension of the ten day limit may be necessary if We require You to provide a written statement or affidavit to aid its investigation.
- 40. DISPUTE RESOLUTION** – If You are not satisfied with Our response, We will provide You, upon request, a written account of Our investigation and the reasons for Our findings. If You are still not satisfied, the issue will be referred to either a dispute resolution service or external mediator, as agreed between You and Us. Neither We nor You will have the right to start court action until 30 days have passed since the issue was first raised with Us. Any dispute related to goods or services supplied in a POS Transaction is strictly between You and the Merchant, and You will raise no defense or claim against Us.
- 41. FEES** – You acknowledge having been advised of, and will pay, the applicable fees now in effect for services available under this Agreement. New or amended fees for Mobile Payment Services will only become effective 30 days after publication by Us.
- 42. FOREIGN CURRENCY TRANSACTION** – If You provide Instructions to conduct a Transaction that is denominated in a currency other than the currency of Your Account, and We accept the Instructions or Transaction, a conversion of currency is required. When a conversion of currency is made We may act as principal with You in converting the currency at rates established or determined by Us, affiliated parties, or through parties with whom We contract for foreign exchange services. In addition to applicable Service Charges, We, Our affiliates and contractors may earn revenue, commissions, or fees on currency conversions. You agree that such revenue, commissions or fees may be included in and charged as part of the exchange rate charged to You. The cost of currency conversion may not be known to You or precisely determinable in advance or until the amount of the Transaction is charged to Your Account. If currency conversions on this basis are not acceptable to You, You agree that You will not transact in foreign currency on Your Account, including withdrawing foreign currency from ATMs, POS Transactions in foreign currency, by use of Direct Services or Mobile Payment Services or delivering any Instrument or processing any Transaction to Us for deposit in a currency other than the currency of Your Account. We agree to convert currency at commercially reasonable rates, including revenue, commissions, and fees charged in respect of the conversion.

When You purchase foreign currency from Us, in branch, the rate of exchange We charge You and any Service Charges You must pay will be disclosed or, alternatively, made available to You on request, at the time of the Transaction.

If You deposit Instruments or process a Transaction denominated in a currency other than the currency of Your Account, and We accept the Instrument or Transaction for deposit, You agree that We may convert the amount of the Instrument or Transaction to the currency of the Account using the Our sell rate for the currency of the Instrument or Transaction in effect at the time the conversion is processed. If We have not established a sell rate for the currency of the Instrument or Transaction in the currency of Your Account, You agree that We may:

- a) convert the funds for provisional credit to the currency of the Account using a commercially reasonable rate of exchange available from Third Parties to purchase the currency of the Account using the currency of the Instrument accepted for deposit, or to purchase a currency for which We have a sell rate and then to convert that amount to the currency of the Account at Our sell rate for that currency; and
- b) for such Transactions, charge You a conversion fee, up to a maximum of 5% of the value of the Transaction, in addition to any other Service Charges You must pay.

You also agree that if any Instrument or Transaction in a currency other than the currency of Your Account is accepted for deposit, such deposit is

provisional and subject to reversal. If any such Transaction must be reversed, the process outlined above for conversion of Your deposits, will apply to conversions undertaken for return of funds, and that You may be charged additional fees, commissions and Service Charges, as part of that conversion. The amount charged to Your Account for return of funds may be different than the amount of the deposit. The risk of loss on such Transactions shall be borne by You without any right of recourse against Us, and without any right to recover any fees charged to You in respect of the original deposit.

When You conduct Transactions with a Mobile Device or at an ATM, or through a POS, in a foreign currency We receive a debit instruction initiated by You and which may be received by Us after processing through one or more international electronic networks that participate in the international payments system (the "Instruction"). The Instruction We receive may ask Us to pay a stipulated amount that may either be denominated in Canadian Dollars or in U.S. Dollars, regardless of the currency of Your Transaction with the Mobile Device, ATM or POS. The Transaction amount between You and Us will be the amount of Your Transaction, plus any fees by the owner of the ATM or POS, plus any revenue, commissions or fees of Third Parties that processed the Transaction or converted the foreign currency before it is received as a debit Instruction by Us. Foreign currency conversion completed by Third Parties occurs at rates that We do not set, and which may include revenue, commissions or fees of those Third Parties. More than one currency conversion may be completed by Third Parties before Your Instruction is received by Us. The amount ultimately charged to Your Account will at a minimum be the amount of the Instruction either in the currency of Your Account or U.S. Dollar value of the Instruction received by Us through the electronic network. If the Transaction is conducted on an Account denominated in Canadian Dollars and the Instruction is received in U.S. Dollars, the amount charged to Your Account will be the amount of the U.S. Dollar Instruction received by Us, converted to Canadian Dollars at Our sell rate for purchase of U.S. Dollars in effect at the time of the conversion. Our services charges and fees for Transactions on Your Account may be added to the Transaction in accordance with Our published service and fee brochure.

Currency conversions will be completed when and at rates in effect when the Transaction is processed by Us which may not be the same rate in effect when We complete Your Transaction.

- 43. TERMINATION OF AGREEMENT** – The Financial Institution remains the owner of the Debit Card and may restrict the use of the Debit Card, or may terminate this Agreement and Your right to use the Debit Card, at any time without notice. You will return the Debit Card to Us or disable the Mobile Payment Service on Your Mobile Device upon request.
- 44. CARDHOLDER PRIVACY** – You acknowledge that We have policies to protect Your privacy and that You may obtain particulars upon request. You hereby consent to the collection and use of Your personal information by Us and Our affiliates to monitor use of financial services, in order to detect fraud, develop needed products and services, and offer members needed services. However, if You have given or hereafter give express consent to the collection, use and further disclosure of Your Personal Information by the Financial Institution in form and content that is more permissive than the consent provided herein, the other form of consent shall govern Our relationship. You may withdraw Your consent at any time by contacting the Financial Institution's Privacy Officer.
- 45. CODE OF PRACTICE** – You understand that the Financial Institution has endorsed the voluntary Canadian Code of Practice for Consumer Debit Card Services, a copy of which is available from Us on request or at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca) and We will be guided by the principles of the Code in administering the operation of Debit Card Services.
- 46. ELIGIBILITY REQUIREMENTS** – In order to use the Mobile Payment Service, You must: (a) be an Authorized User on an Account in good standing with Us; (b) have a Mobile Device; and (c) meet any other requirements for the access and use of the Mobile Payment Service that are specified by Us.
- 47. SOLD OR DISPOSED MOBILE DEVICE** – If You intend to sell, give away or dispose of Your Mobile Device, You must first delete the Financial Institution's Mobile Payment/Mobile Banking application from Your Mobile Device.
- 48. TERMINATION OR SUSPENSION OF MOBILE PAYMENT SERVICE** – You may terminate Your use of the Mobile Payment Service at any time by contacting Us. The Financial Institution may terminate or suspend Your use of the Mobile Payment Service for any reason at any time without notifying You in advance.
- 49. MOBILE DEVICE SECURITY** – You are prohibited from using the Mobile Payment Service on a Mobile Device that You know or suspect has had its security or integrity compromised (e.g., where the Mobile Device has been "rooted" or had its security mechanisms bypassed). You will be solely liable for any losses, damages and expenses incurred as a result of Your use of

## TERMS & CONDITIONS (CONTINUED)

the Mobile Payment Service on a compromised Mobile Device. You further acknowledge that You will properly maintain the security of Your Mobile Device used in conjunction with the Mobile Payment Service by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs. You will not allow other persons to store their biometrics on Your Mobile Device. If You lose Your Mobile Device, You will act promptly to prevent unauthorized use.

- 50. WARRANTIES AND LIABILITIES** – You acknowledge and agree that: (a) We do not warrant the operability or functionality of the Mobile Payment Service or that it will be available to complete a Transaction; (b) We do not warrant that any particular merchant will offer the payment method accessed through the Mobile Payment Service; and (c) We do not guarantee the availability or operability of any wireless networks or of any Mobile Device. You understand that You should keep Your physical Debit Card with You to use in the event the Mobile Payment Service is unavailable for whatever reason. Furthermore, You explicitly exclude Us, all partners and associated service providers from all liability whatsoever in relation to the Mobile Payments Service, and by extension their respective directors, officers and employees, including, without limitation, any liability in relation to the sale, distribution, use or the performance or non-performance of the Mobile Payments Service. You acknowledge and confirm ownership of the respective intellectual property rights by the Financial Institution, its partners and associated service providers.
- 51. LOCATION-BASED SERVICES (ONLY APPLICABLE IF MOBILE APP IS USED IN CONJUNCTION WITH LOCATION-BASED SERVICES)** – You acknowledge that the Mobile Payment Service may be used in conjunction with location based services, and agree that We may collect, transmit, process, display, disclose, maintain or use location based data.
- 52. USER LICENSING TERMS** – You agree that You will not copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Service or any part of the Service. You will not license, sublicense, market or distribute the Mobile Payment Service, or provide any copies to a Third Party. You will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Service, and You will not use any part of the Mobile Payment Service to gain access to interconnecting software applications to do the same.
- 53. JURISDICTION** – You acknowledge that this Agreement is subject to the laws and jurisdictions as defined by Us, irrespective of where You downloaded or enabled the Mobile Payments Service. You understand that We may monitor and enforce compliance with these terms.
- 54. RECEIPT OF COPY OF AGREEMENT** – You acknowledge the receipt of a true copy of this Agreement or a previous version signed by You upon initiation of the PIN based Debit Card service or Mobile Payment Service and that this Agreement does not require signature by Us. You acknowledge that this Agreement may be amended unilaterally by Us upon thirty (30) days' notice being published on the Financial Institution's Website or on Our banking app or by posting notice of the changes to this Agreement in branch and until this Agreement is terminated, the use or continued use of the Debit Card or Mobile Payment Service by You shall be conclusively deemed to be the acceptance by You of any amendments to this Agreement. You also agree to keep this copy of this Agreement for Your own records. You understand You may obtain from any branch of the Financial Institution a copy of any changes to this Agreement or the revised agreement.
- 55. MODIFICATION OF AGREEMENT** – The Financial Institution may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to Your future use of The Services from time to time, for any reason, without any liability to You or any other person. The Financial Institution may provide notice of a change to this Agreement by mailing notice to Your last known address, by posting notice at the Financial Institution's premises, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the modification to Your attention. You are responsible for regularly reviewing the terms and conditions of this Agreement. If You use these Services after the effective date of an amendment to this Agreement, it will mean that You agree to the amendment and adopt and are bound by the newer version of this Agreement. You must not change, supplement, or amend this Agreement by any means.
- 56. OTHER AGREEMENTS – SCOPE OF AGREEMENT** – This Agreement supplements any prior agreement governing the use of the Debit Card and the PIN or virtual Debit Card and Passcode, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility or the operation of any Account. This Agreement applies to any Account specified herein, as well, to any other account designated by You from time to time for use in connection with the Debit Card or Mobile Payment Service.

In addition to this Agreement, the terms and conditions of the Account Agreement between You and the Financial Institution will apply to The Services and to Transactions made under this Agreement, except as expressly provided otherwise in this Agreement. If there is a conflict between the terms and conditions of the Account Agreement or any other agreements between

You and the Financial Institution and the terms and conditions of this Agreement, then the terms and conditions of this Agreement will supersede and apply in respect of The Services. There are no representations or warranties made by Us to You concerning The Services except for the representations, warranties, and obligations of the Financial Institution as expressly set out in this Agreement. Any advice, information, or statements provided by Us, Central 1, or their service providers, agents, or their representatives, whether oral or written, will not create any representation, warranty, or condition or vary or amend this Agreement, including the above liability exclusions, liability limitations, release and indemnity provisions, and You may not rely upon any such advice or information.

- 57. NOTICES** – Any notice required or permitted to be given to the Financial Institution in connection with this Agreement must be in writing and must be addressed and delivered to the Financial Institution at the address or fax number set forth on the Account Agreement. Any notice required or permitted to be given to You in connection with this Agreement may be given to You by delivering a written notice to Your Contact Info, or, except as to confidential financial information specific to You, by posting notice at the Financial Institution's premises or on the Financial Institution's website, or banking app or by any other means We, acting reasonably, consider appropriate to bring the notice to Your attention. You are deemed to have received any notice sent by Us to Your Contact Info on the earlier of the time and date that You actually receive the notice or 24 hours after We send it, if sent by email, SMS Text or facsimile and 5 days if sent by mail. Notices published on Our Website are deemed published on the day when first published.
- 58. TERMINATION** – This Agreement may be terminated by either the Financial Institution or You on not less than one business day's prior written notice. Any notice of termination shall not release You from any obligations incurred under this Agreement.
- 59. ELECTRONIC EXECUTION** – This Agreement may be executed electronically. Use of The Services shall be deemed to be acceptance of these terms and conditions as of the date of first use, or in the case of a modification of this Agreement, acceptance of the modified terms and conditions.
- 60. APPLICABLE LAW** – This Agreement is governed by the laws of the province of the Account, or if more than one Account, then the jurisdiction of incorporation of the Financial Institution and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.
- 61. ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of the Financial Institution and You and Your heirs, executors, successors, and assigns.
- 62. PROCEEDS OF CRIME LEGISLATION** – You acknowledge that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Account and that We will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. You agree to abide by and comply with all such laws and procedures.
- 63. SEVERABILITY** – This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then:
- the offending portion of the provision shall be expunged and the remainder of such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and
  - such invalidity or unenforceability will not affect any other provision of this Agreement.
- 64. NO WAIVER** – No waiver by Us of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. We may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by Us.
- 65. CHOICE OF LANGUAGE** – It is the express wish of the parties that this Agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.