

Standard Terms and Conditions – Summary of Changes

Introduction (pg. 1)

The following is a new addition to this section: ***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 (pg. 1)

The following definitions are new additions to this section: ***Account Access Device, ATM, Contaminant, Deposit Anywhere™, Direct Services, Eligible Item, Mobile Device, Notification, Official Image, Third Party, We, Our and Us.***

The following definitions have been revised: ***Agreement, Instrument, Online Banking, Online Service Agreement, and PIN.***

Account User under Section 1. Application (pg. 1)

The following is a new addition to this section: ***If you use your Account for business or other non-personal uses, the Credit Union may charge you fees for business banking services.***

The following is a new addition to this section: ***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.

Rules and By-laws under Section 2. Shares in the Credit Union (p. 2)

The following has been revised to read: 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.

Legal Representatives under Section 4. Authority to the Credit Union (p. 2)

The following is a new addition to this section: ***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.***

Ongoing Effect under Section 5. Changes to Standard Terms and Conditions (p. 2)

The following has been revised to read: 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.***

Deposit Holds and Verifications under Section 6. General Terms and Conditions (p. 2)

The following replaces the section previously named "Provisional Deposits": ***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 under Section 6. General Terms and Conditions (p. 2)

The following is a new addition to this section: *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.*

Fees and Charges under Section 6. General Terms and Conditions (p. 2 & 3)

The following has been revised to read: *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.

Account operation - costs and legal fees under Section 6. General Terms and Conditions (p. 3)

The following is a new addition to this section: *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:*

- *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*
- *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.

Bill Payments under Section 6. General Terms and Conditions (p. 3)

The following is a new addition to this section: *Whether you use an Account Access Device, a Debit Card or an in-branch transaction to pay a bill, you acknowledge and agree that:*

- *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;*
- *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*

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 under Section 6. General Terms and Conditions (p. 3)

The following is a new addition to this section: *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 under Section 6. General Terms and Conditions (p. 3)

The following is a new addition under this section: *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:*

- *protect the confidentiality of the Password, PAC and/or as required by these Terms and the Online Service Agreement;*
- *use security safeguards to protect against and detect loss, theft, and unauthorized access as required by these Terms and the Online Service Agreement; and*

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 under Section 6. General Terms and Conditions (p. 3)

The following is a new addition under this section: *We are not responsible for and we will not reimburse you for losses to your Account(s) if:*

- *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;*
- *you engage (either alone or with others) in any fraudulent, criminal or dishonest acts related to Online Banking;*
- *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;*
- *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;*
- *you choose to share any of your Passwords, PACs or Personal Verification Questions;*

or you consent to, contribute to or authorize a transaction in any way.

Access Device Security under Section 6. General Terms and Conditions (p. 3)

The following is a new addition under this section: *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.*

Account Statements under Section 6. General Terms and Conditions (p. 4)

The following is a new addition to the first paragraph of this section: *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.*

The fourth paragraph of this section has been revised to read: *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.*

The following is a new addition to this section: *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.*

Closure of Accounts under Section 6. General Terms and Conditions (p. 4)

The following is a new bullet added to the existing list:

you use the Account or services provided for under these Terms for illegal or fraudulent purposes;

7. Deposit Anywhere™ (p. 4)

The following is a new section that has been added: *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 under Section 7. Deposit Anywhere (p. 4)

The following is part of a new section that has been added: *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 under Section 7. Deposit Anywhere (p. 4)

The following is part of a new section that has been added: *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 under Section 7. Deposit Anywhere (p. 4)

The following is part of a new section that has been added: *You agree not to image and seek to deposit:*

- *any Instrument that you suspect may not be honoured for payment when presented;*
- *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;*
- *post-dated Instruments, or stale dated Instruments dated more than 6 months prior to the date of deposit;*
- *Instruments payable to any person or entity other than you (for example Instruments payable to other persons);*
- *any Instrument that has been altered in any way, or is in any way illegible;*
- *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);*
- *any Instrument payable jointly, unless deposited to an Account held in the name of all payees;*
- *any Instrument payable in a currency other than Canadian Dollars; and*
- *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.

Joint Account Information under Section 9. Terms and Conditions Specific to Joint Accounts (p. 5)

The following is a new addition to this section: *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.*

Direct Services Agreement – Personal

The recently updated Direct Services Agreement – Personal document has been added to the document behind the PIN Agreement.