

## 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.

“**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:

- 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;
- you use the Account or services provided for under these Terms for illegal or fraudulent purposes;
- there are insufficient funds to cover cheques or other payment instructions given;
- you fail to repay any indebtedness which you owe or may owe the Credit Union;
- any third party claims an interest in your Account, pending resolution of the matter;
- we considers 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:

- 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.

**8. YOUR RESPONSIBILITY****You must:**

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

- not keep a written record of your Password or PIN;
- not keep your Password or PIN in a form that can be readily identified as a Password or PIN;
- 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;
- not voluntarily disclose your Password or PIN to any other person;
- not negligently or recklessly disclose your Password or PIN;
- notify the Credit Union immediately if you become aware that your Password or PIN has become known to someone else; and
- 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);
- o the loss or destruction of, or delay in processing, cheques or other instructions or documents;
- o any delay in transferring funds to or from your Account except for interest for the period of the delay; and
- o 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 9 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:

- o there is any dispute between any of the joint account holders and this has not been resolved to the Credit Union's satisfaction;
- o one joint account holder attempts to exit from or notifies the Credit Union of his or her intention to exit from the Joint Account;
- o 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;
- o any joint account holder purports to assign or dispose of his or her interest in the Joint Account; or
- o 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 10 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 11 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 address, telephone number, email address, date of birth, gender, income, marital status, employment history, financial records, SIN or other government issued identification numbers, and credit history.

#### 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

## **Nature and Purpose of the Debit Card**

I will use the Debit Card only for the purpose of obtaining such services as are agreed upon between me and my credit union. On thirty days written notice, my credit union may add to or delete from the types of use that are permitted, and 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.

## **Confidentiality and Personal Identification Number (PIN)**

I will not select an obvious combination of digits for my PIN (e.g., address, card number, account number, telephone number, birth date, or Social Insurance Number). I understand that my credit union has only disclosed the PIN to me and to no one else, and 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.

## **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 effected by the use of the Debit Card will be debited to my account as of the time they are made. I will not deposit any coins, non-negotiable items or anything not acceptable for deposit to my Account into any automated teller machine, and will pay to my credit union any damages, costs or losses suffered by my credit union as a result of any such deposit.

## **Consequences of a Breach of Card Security**

Once I have requested and first used the Debit Card service, 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. My credit union will have the discretion to relieve me from liability for unauthorized use of my Debit Card either through no fault of my own or in a case where I have inadvertently contributed to the unauthorized use of my Debit Card, and I will co-operate in an investigation. 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 Transaction. I understand that I must not use my Debit Card and PIN for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in my jurisdiction.

## **Lost or Stolen Card, or Compromised PIN**

If I become aware that the Debit Card 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 or the PIN changed. The instant such notice is actually 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 will terminate, and I will be entitled to recover from my credit union any further losses suffered by me through the use of the Debit Card.

## **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, provided that 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 provided that on the balance of probabilities it is shown 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. 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.

## **Dispute Resolution**

If I am not satisfied with my credit union's response, my credit union will provide me, upon request, with a written account of its investigation and the reasons for its findings. If I am not satisfied, the issue will be referred to either a credit union system dispute resolution service or external mediator, as agreed 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.

## **Fees**

I acknowledge having been advised of, and will pay, the applicable fees now in effect for services available under this agreement. New or amended fees will only become effective 30 days after publication by my credit union.

## **Foreign Currency Transaction**

If the Debit Card is used in connection with a transaction in foreign currency, I understand that the rate of conversion into Canadian currency will be fixed according to the rules of the electronic network through which the transaction is conducted.

## **Evidence of Transactions**

A paper Transaction Record dispensed mechanically as a result of the use of 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 the periodic statement or passbook entries itemizing transactions. 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 contents of any envelope 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.

## **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.

## **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 upon request.

## **Cardholder Privacy**

I acknowledge that my credit union has policies to protect my privacy and that I may obtain particulars upon request. I hereby consent to use of my personal information by my credit union and its affiliates to monitor use of financial services, in order 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.

# Debit Card/Personal Identification Number Agreement

## **Code of Practice**

*I understand that the credit union system, in concert with the banking industry, has endorsed the voluntary Canadian Code of Practice for Consumer Debit Card Services, a copy of which is available from my credit union on request and credit unions will be guided by the principles of the Code in administering the operation of Debit Card matters.*

## **Interpretation and Definitions**

*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. For the purposes of this agreement, Point -of-Sale Transaction means the use of the Card and its associated PIN for such of the following purposes as may be permitted from time to time by my credit union: (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).*

## **Receipt of Copy of agreement**

*I acknowledge the receipt of a true copy of this agreement or a previous version thereof signed by me upon initiation of PIN based Debit Card service and that this agreement does not require signature by my credit union. I acknowledge that this agreement may be amended unilaterally by my credit union upon thirty (30) days' written notice to me, and until the agreement is terminated, the use or continued use of the card by me shall be conclusively deemed to be the acceptance by me of any amendments to this agreement. I also agree to keep this copy of this agreement for my own records. I understand I may obtain from any branch of my credit union a copy of any changes to the agreement or the revised agreement.*



# Direct Services Agreement - Personal

## TERMS & CONDITIONS

This agreement (the "Agreement") outlines the terms and conditions governing the Depositor's use of Direct Services (defined below). The Financial Institution does not offer Direct Services other than in accordance with these terms and conditions. By requesting and using Direct Services, the Depositor acknowledges their acceptance of these terms and conditions.

In consideration of the Financial Institution providing access to any of the Depositor's Accounts using Direct Services, the Depositor agrees as follows:

1. **INTERPRETATION** – 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 the Depositor's Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

**"Account"** means any of the Depositor's accounts or subaccounts (if applicable) that the Depositor 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.

**"Biller"** 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 which may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware.

**"Debit Card"** means a card, including a Smart Card, issued by the Financial Institution that allows the holder of the card to deposit cash and/or 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.

**"Depositor"** means the customer or member of the Financial Institution who holds the Account with the Financial Institution authorized by the Financial Institution for Direct Services.

**"Direct Services"** means the services offered by the Financial Institution from time to time that let the Depositor access the Account using an Access Terminal. However, Direct Services do not include card services such as debit cards or smart 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 the Depositor 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 or the United States, as and if applicable. For the purposes of this Agreement, third party Instruments that were either delivered to the Depositor with the payee in blank or endorsed over to the Depositor and post-dated Instruments shall not qualify as Eligible Bills. Further, any Instrument that has been in any way transferred to the Depositor from anyone other than the drawer, endorsed over to the Depositor, or altered after being drawn shall not qualify as an Eligible Bill.

**"EMT Answer"** means the word or phrase created by the sender of a money transfer and used by the recipient to claim or decline the money transfer using EMT Services.

**"EMT Contact Information"** means the electronic contact information, including without limitation an email address or telephone number, used in sending and receiving of a money transfer using EMT Services.

**"EMT Notice"** means the electronic notice sent to the recipient of a money transfer, when such money transfer is sent using EMT Services. The EMT Notice may be read by using an Access Terminal.

**"EMT Services"** means the money transfer service provided by Acxsys Corporation that facilitates the sending and receiving of money transfers (using including without limitation email or telephone) through Direct Services to and from Participating Financial Institutions, and/or the Acxsys Corporation payment service.

**"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 the Canadian Payments Association, being an account in the Depositor's name or on which the Depositor has the authority to independently authorize Transactions.

**"Financial Institution"** means the financial institution 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.

**"Notice Contact Information"** means the contact information, including, without limitation, postal address, email address, fax number, or telephone number, provided by the Depositor to, and accepted by, the Financial Institution, through which the Financial Institution gives written notice to the Depositor in accordance with this Agreement.

**"Notification"** means a written notification generated by or on behalf of the Financial Institution that provides, to the Depositor, 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 the Depositor's Notice Contact Information.

**"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, or Rules of the Canadian Payments Association.

**"Online Payment Service"** means the online payment service provided by Acxsys Corporation (doing business as INTERAC Online) that facilitates the sending and receiving of money through Direct Services and Acxsys Corporation 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 EMT Services and/or Online Payment 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.

**"PFM Service"** means the financial management service provided by a Third Party PFM Service provider, Yodlee, Inc., which may be accessed through Direct Services, that allows the Depositor to consolidate management of the Account with management of External Accounts or other financial information, assets, and liabilities outside the Financial Institution, linked to Direct Services through the PFM Service provider or input by the Depositor, and such other financial management services as may be offered from time to time by the PFM Service provider or the Financial Institution.

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

**"Preauthorized Debit"** means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with the Depositor's written request.

**"Remote Deposit Service"** means the remote deposit capture service provided by the Financial Institution and Central 1, and accessed through Direct Services, that allows the Depositor, using an Access Terminal and/or any other means authorized by the Financial Institution in its sole discretion from time to time, to create, transmit, and receive 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, portable hand-held device, telephone, mobile telephone, fax, via the Financial Institution's online banking system, email, text message transmission, or other remote communication acceptable to the Financial Institution in order to operate the Account or authorize Transactions and make arrangements with the Financial Institution.

**"Rules"** means the published rules and standards of the Canadian Payments Association as amended from time to time.

**"Smart Card"** means a Debit Card that has an embedded integrated circuit that can process data and protect the cardholder from fraudulent use.

**"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.

2. **PERSONAL INFORMATION** – The Financial Institution may collect, use, and disclose the Depositor's personal information in order to provide financial services and products to the Depositor, to verify or determine the Depositor's identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and the privacy policies of the Financial Institution. The Financial Institution may obtain, collect, use, and release confidential Depositor information as permitted or required by law or in a court proceeding or with the Depositor's consent or as necessary to process Transactions. If the Depositor subscribes for PFM Services, special terms and conditions will also apply, as more particularly set forth in the PFM Schedule for Consent and Disclosure for PFM Service ("PFM Special Terms") attached to and forming part of this Agreement.
3. **USE OF SERVICES** – The Depositor may use Direct Services to access any permitted Account and to authorize such Transactions as may be permitted by the Financial Institution from time to time, commencing upon the day these terms and conditions are accepted by the Depositor and the Depositor's request for Direct Services is approved by the Financial Institution. The Depositor cannot use Direct

## Direct Services Agreement - Personal

Services to authorize Transactions on an Account that otherwise requires more than 1 authorization (i.e. with multiple signature requirements) unless prior authorization is received in writing and with the Financial Institution's approval. The Financial Institution may, from time to time, add to or delete from the types of use permitted and Direct Services offered.

In connection with Direct Services, the Depositor agrees to provide true, accurate, current, and complete information about the Depositor, the Account, and any External Account when required by the Financial Institution. Further, the Depositor agrees to notify the Financial Institution of any changes to such information within a reasonable period of time.

4. **SERVICE CHARGES AND FEES** – The Depositor will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party. The Depositor will pay the service charges that the Financial Institution establishes, from time to time, for Direct Services, including, without limitation, service charges for providing records regarding the Depositor that the Financial Institution is legally required to provide. The Depositor acknowledges receipt of a schedule of the Financial Institution's charges for Direct Services in effect at the time of acceptance of this Agreement. The Financial Institution may, from time to time, increase or decrease the service charges for Direct Services and provide notice of such changes by sending a notice to the Depositor's last known Notice Contact Information, by posting notice at the Financial Institution's premises or on the Financial Institution's website, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the change to the attention of the Depositor. Current service charges for Direct Services may be obtained by contacting the Financial Institution or through the Financial Institution's website. The Depositor is responsible for determining the then current service charges for Direct Services they request, in advance of requesting those services. By requesting Direct Services the Depositor acknowledges their agreement to pay service charges for the Direct Services requested by them then in effect. The Financial Institution can deduct service charges from the Account (or other accounts of the Depositor with the Financial Institution) when the service is requested or performed. New or amended service charges and fees will become effective on the earlier of 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 the Financial Institution.

5. **AVAILABILITY OF DIRECT SERVICES** – The Depositor acknowledges that the availability of Direct 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 the Depositor may suffer in any way arising from non-continuous or interrupted service or the Financial Institution or Central 1 providing or failing to provide Direct 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 the Depositor has advised the Financial Institution of such consequences. The Depositor releases and agrees to hold harmless the Financial Institution and Central 1 from any and all Interruption Claims.

6. **AUTHORIZATION FOR TRANSACTIONS** – The Depositor acknowledges and agrees that:

- using the PAC to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the Depositor in person or as otherwise contemplated or permitted by the Account Agreement;
- the Depositor 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.

The Depositor irrevocably authorizes and directs the Financial Institution 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 the Depositor, 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. **PAC AND PIW CONFIDENTIALITY** – The Financial Institution can assign and/or require the Depositor to select and use a PAC and/or PIW in connection with this Agreement. The Depositor agrees to keep the PAC and PIW confidential and will only reveal them to authorized Financial Institution agents or officers when required by the Financial Institution. The Depositor agrees not to record the PAC or PIW in any format or medium. The Depositor can change the PAC or PIW at any time. The Depositor agrees to change the PAC or PIW if and when required by the Financial Institution. The Depositor acknowledges that the PAC and/or PIW must be changed if there is a change in the persons authorized to provide Remote Instructions on the Account.

The Depositor is responsible for all use of the PAC and/or PIW and for all Transactions on the Account authorized using Direct Services.

The Depositor acknowledges that the Financial Institution may, from time to time, implement additional security measures, and the Depositor will comply with all instructions and procedures issued by the Financial Institution in respect of such security measures. The Depositor is aware

of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of the Financial Institution. The Depositor agrees not to respond to such unsolicited communications and will only initiate communications with the Financial Institution either through the Financial Institution's Internet banking website or through the Financial Institution's published contact information as shown on the Financial Institution's website.

If the Depositor discloses the PAC to a Third Party, and if the Financial Institution becomes aware of such disclosure, the Financial Institution may, in its sole discretion, waive the confidentiality requirements described in this article 7, PAC and PIW Confidentiality, but only if such disclosure is for a reputable personal financial management service similar to that described in article 29, Personal Financial Management. Notwithstanding any such waiver, the Depositor acknowledges and agrees that the Depositor remains responsible for all use of the PAC by the Third Party.

8. **REMOTE INSTRUCTIONS** – The Depositor may provide Remote Instructions to any branch of the Financial Institution as permitted by the Financial Institution, online through the Direct Services web portal, or through the Financial Institution's telephone banking service, if any. 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 the name of the Depositor along with any requisite PAC and/or PIW, if any, to the same extent as if the Remote Instructions were written instructions delivered to the Financial Institution by mail and signed by the Depositor 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 the Financial Institution only when actually received and brought to the attention of an authorized officer 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 the Financial Institution, or at such other telephone or fax number or email address as the Financial Institution may advise the Depositor by notice in writing, or online through the Direct Services web portal. **Any of the persons that constitute the Depositor may act alone and provide Remote Instructions to the Financial Institution, even if 2 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 the Depositor is in fact the Depositor, and can rely upon such, and the Financial Institution may act on the Remote Instructions provided by any such person. All Remote Instructions given to the Financial Institution in the name of the Depositor will bind the Depositor.

9. **VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY THE FINANCIAL INSTITUTION** – All Transactions are subject to verification and acceptance by the Financial Institution 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 the Depositor 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, the Financial Institution may place a hold on the credit and/or reverse the credit and any applicable interest.

10. **FINANCIAL INSTITUTION RECORDS** – The Financial Institution's records of all Transactions will be deemed to be correct and will be conclusive and binding on the Depositor. All Transactions will appear on the regular statements of account for the Account.

If the Depositor believes or suspects that the records of the Financial Institution contain an error or omission, or reflect unauthorized Account activity, the Depositor must give immediate written notice to the Financial Institution, and in any event, must do so within the time provided in the Account Agreement.

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 the Depositor. The Depositor 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.

In the absence of evidence to the contrary, the records of the Financial Institution are conclusive for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between the Depositor and the Financial Institution in respect of any Transaction.

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 the Depositor has not caused or contributed to the error or omission in any way, has complied with this Agreement and the Account Agreement, and has given written notice to the Financial Institution within the time provided in the Account Agreement, and to

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the extent the liability is not otherwise excluded by this Agreement or the Account Agreement.

If the Depositor has given such notice, the Financial Institution's maximum liability is limited to the amount of the error or omission. In no event will the Financial Institution 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** – The Financial Institution is not responsible for any loss or damage suffered or incurred by the Depositor except to the extent caused by the gross negligence or intentional or willful misconduct of the Financial Institution, and in any such case the Financial Institution 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 the Financial Institution has been advised of the possibility of such damages. In no event will the Financial Institution be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by the Depositor that is caused by:

- a) the actions of, or any failure to act by, the Depositor, or any Third Party (and no Third Party will be considered to be acting as an agent for the Financial Institution unless expressly authorized to do so for that purpose);
- b) the inaccuracies in, or inadequacies of, any information furnished by the Depositor to the Financial Institution, including, but not limited to any failed, duplicative, or erroneous transmission of Remote Instructions;
- c) the failure by the Financial Institution to perform or fulfill any of its obligations to the Depositor, due to any cause beyond the Financial Institution's control; or
- d) 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 the Financial Institution's gross negligence or intentional or willful misconduct, and subject to the limitations of liability in this Agreement or the Account Agreement, the Depositor assumes all risk of loss due to the use of Direct Services, including, without limitation, the risk of Third Party fraud. The Depositor further agrees that they will notify the Financial Institution immediately:

- a) of any suspected or actual misuse or unauthorized use of the PAC and/or PIW; or
- b) if the PAC and/or PIW becomes known to anyone other than the Depositor; and
- c) if the Depositor receives Notification of any Transaction affecting the Account that alerts the Depositor of Account activity that was not authorized by them.

The Depositor will change the PAC and/or PIW if either of the notification requirements above in a) or b) arises.

The notification requirement above in b) does not apply if the Depositor has disclosed the PAC to a Third Party for a personal financial management service similar to that described in article 29, Personal Financial Management.

The Depositor acknowledges that the Depositor is responsible for all use made of the PAC and/or PIW and that the Financial Institution is not liable for the Depositor's failure to comply with any part of this Agreement. The Depositor is liable for all authorized and unauthorized use, including all Transactions. The Depositor is also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, the Depositor expressly acknowledges and agrees that they shall be bound by and liable for any use of the PAC or PIW by a member of the Depositor's household.

The Depositor is liable for all transfers to linked accounts. The Depositor bears all risk for all such Transactions.

Where the Depositor knows 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 the Financial Institution or found invalid for any reason, the Depositor has 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, the Depositor's suspicion and the facts upon which the Depositor's suspicion is based ("Suspicious Circumstances").

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

Release of a hold by the Financial Institution is not a confirmation that a Transaction, instruction, or Instrument is in fact good and may not be relied upon as such by the Depositor. If, to the satisfaction of the Financial Institution, any improper use is established, the Financial

Institution can withdraw or suspend Direct Services and/or operation of the Account without notice.

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

- a) if the Depositor did not reveal the PAC and/or PIW to any other person, other than authorized Financial Institution agents or officers when required by the Financial Institution, or write it down or otherwise record it, and changed the PAC and/or PIW when required by this Agreement, the Depositor will not be liable for any unauthorized use that occurs after the Financial Institution has received written notice from the Depositor that the PAC and/or PIW may have become known to someone other than the Depositor. The Financial Institution will not be considered to have received written notice until the Financial Institution gives the Depositor written acknowledgement of receipt of such notice; and
- b) the Financial Institution will not otherwise be liable for any damages or other liabilities that the Depositor may incur by reason of the Financial Institution acting, or failing to act, on Remote Instructions given in the name of the Depositor whether or not the Depositor actually gave the Remote Instructions. The Financial Institution will not be liable for any damages or other liabilities that the Depositor may incur by reason of the Financial Institution acting, or failing to act, on no statement requests made by the Depositor through Direct Services whether or not the Depositor actually gave the Remote Instructions.

15. **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, the Depositor will report the issue immediately to the Financial Institution. The Financial Institution will investigate and respond to the issue on a timely basis. The Financial Institution will not unreasonably restrict the Depositor from the use of the Account subject to dispute, as long as it is reasonably evident that the Depositor did not cause or contribute to the problem or unauthorized Transaction, has fully cooperated with the investigation, and has complied with this Agreement and the Account Agreement. The Financial Institution 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 the Depositor. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that the Depositor has complied with this Agreement and on the balance of probabilities it is shown that the Depositor took all reasonable and required steps to:

- a) protect the confidentiality of the PAC and PIW 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 SECURITY** – If Direct Services are made available through the Internet or a telephone service provider, the Depositor acknowledges 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 the risk of the Depositor. The Depositor acknowledges and shall ensure that any private Access Terminal used to access Direct Services is auto-locked by a password to prevent unauthorized use of the Access Terminal, has a current anti-contaminant program, and a firewall, and that it is his or her personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. The Depositor further acknowledges that to reduce the risk of unauthorized access to the Account through the Access Terminal, the Depositor will sign out of Direct Services and, where applicable, close the browser when finished using it. The Depositor further acknowledges that using public or shared computers and Access Terminals, or using Access Terminals in a public place, or through an open WiFi or shared Bluetooth portal, to access Direct Services increases the risk of unauthorized access to the Account, and will take all reasonable precautions to avoid such use or inadvertent disclosure of the PAC and/or PIW.

17. **FRAUD PREVENTION AND DETECTION** – The Depositor agrees 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.

The Depositor further agrees to diligently supervise and monitor the conduct and work of all agents having any role in the preparation of the Depositor's Instruments, the Depositor's reconciliation of the statement of account for the Account, or other banking functions.

18. **LINKS** – If Direct 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 the Depositor. The Depositor acknowledges 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 the Depositor assumes all risk resulting from accessing or using such other websites or Third Party services.

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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. The Depositor acknowledges and agrees that:
- the Financial Institution and Central 1 make the services of Third Parties available through Direct Services or the Financial Institution's website for the convenience of Depositors. The services are provided by the Third Party and not the Financial Institution or Central 1. The Depositor's relationship with the Third Party shall be a separate relationship, independent of the relationship between the Depositor and the Financial Institution and Central 1, and such a relationship is outside the control of the Financial Institution and Central 1;
  - the Financial Institution and Central 1 make no representation or warranty to the Depositor with respect to any services provided by a Third Party even though those services may be accessed by the Depositor through Direct Services or the Financial Institution's website;
  - the Depositor assumes all risks associated with accessing or using the services of Third Parties;
  - the Financial Institution and Central 1 have no responsibility or liability to the Depositor in respect of services provided by a Third Party;
  - any dispute that relates to services provided by a Third Party is strictly between the Depositor and the Third Party, and the Depositor will raise no defence or claim against the Financial Institution and/or Central 1; and
  - 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** – The Depositor agrees to indemnify and hold the Financial Institution and its 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 the Depositor's use of Direct 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, the Depositor 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 of the Indemnified Parties making Direct Services available to the Depositor;
  - any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;
  - any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by the Depositor through Direct Services;
  - any Transaction that results in a negative balance in the Account; or
  - the consequences of any Transaction authorized by the Depositor.
- This indemnity will enure to the benefit of the Indemnified Parties and will be binding upon the Depositor and the Depositor's 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. **DIRECT SERVICES ACKNOWLEDGEMENT** – The Depositor acknowledges and agrees that:
- 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 the Depositor;
  - anyone with access to the PAC and/or PIW may be able to access Direct Services and may use the PAC and/or PIW to transfer money out of an Account, set up bill payment arrangements, make bill payments, and authorize any other Transaction;
  - the Financial Institution will not be liable in any way to the Depositor 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 the Depositor, or if bills owed by a person other than the Depositor are paid;
  - the Depositor will be liable for all Transactions conducted using Direct Services, including Transactions that benefit a person other than the Depositor or that result in the payment of bills owed by a person other than the Depositor; and
  - 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 the request of the Depositor, the Financial Institution agrees to cease printing and mailing statements of account for the Account to the Depositor, the Depositor acknowledges and agrees that:
- the Depositor will be responsible to obtain (whether from the Financial Institution or using Direct 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 the Financial Institution 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;
  - 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 the Depositor has notified the Financial Institution in writing on or before the Notification Date), the Depositor agrees that:
    - the amount of the balances shown on the last day of the calendar month is correct and binding on the Depositor subject to the right of the Financial Institution to make reversals in accordance with this Agreement and the Account Agreement;
    - all amounts charged to the Account are valid;
    - the Depositor is not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month;
    - the Depositor has verified the validity of any Instruments and instructions; and
    - the use of any service shown is correct.The Depositor acknowledges 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 the Financial Institution 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 the Financial Institution. 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 the Depositor has authorized PADs to be issued against any of the Accounts, the Depositor acknowledges 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 the Depositor, the time period for making such a claim is 10 business days from the date of debiting.
- Claims must be made in writing to the Financial Institution within the specified time period and in compliance with the Rules, as amended from time to time.
23. **BILL PAYMENTS MADE THROUGH DIRECT SERVICES** – The Depositor acknowledges and agrees 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 the responsibility of the Depositor 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;
  - the Financial Institution 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 the Depositor has made or received a bill payment in error, the Financial Institution may, but is not obliged to, assist the Depositor by initiating or processing a "Bill Payment Error Correction Debit", as defined under the Rules, and if so initiated, the Depositor agrees to indemnify the Financial Institution for any direct loss, costs, or damages incurred, and will pay to the Financial Institution any reasonable service charges or fees related to the provision of the service; and
  - if the Financial Institution, absent gross negligence or wilful misconduct, initiates or processes a Bill Payment Error Correction Debit affecting the accounts or affairs of the Depositor, the Financial Institution shall be held harmless from any and all loss, costs, or damages suffered or incurred by the



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Depositor, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

24. **DIRECT SERVICES AND THIRD PARTIES** – In respect of all Direct Services and any Third Party services made available by the Financial Institution, the Depositor shall not:

- a) use the services for an illegal, fraudulent, or defamatory purpose; and
- b) 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 Direct Services or Third Party services).

In the event of a breach of the provisions of a) or b), the Depositor's participation in Direct Services or any service provided by the Financial Institution or a Third Party may be suspended or terminated.

25. **EDP SERVICES** – If the Financial Institution through Direct Services makes EDP Services available and the Depositor uses the EDP Services:

- a) the Depositor consents to epost™ preparing, using, and disclosing reports relative to the performance and/or operation of the EDP Services, including statistical or performance reports and other analysis, compilation, and information about the EDP Services or the Depositor, and reports that pertain to the Depositor's involvement in and use of the EDP Services. The Depositor further consents to epost™ disclosing to Central 1 Depositor-specific data that consists of the total number of Billers for which the Depositor has registered, without identifying those Billers apart from the Financial Institution and its affiliates, and without identifying detailed data of the Depositor's viewing activities;
- b) the Depositor acknowledges that epost™ will not respond directly to the Depositor with respect to any inquiries, requests, questions, complaints, or other issues relating to the EDP Services in any way, other than to direct the Depositor to the Financial Institution or the Biller; and
- c) the Depositor acknowledges that the consents contained in a) above are requirements of the EDP Services and that if such consents are withdrawn, the Depositor's 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 Direct Services enables the Depositor to transfer funds between the Account and an External Account, then:

- a) the Depositor agrees to inform the Financial Institution in writing of the External Accounts it wishes to link to the Account in a form acceptable to the Financial Institution;
- b) the Financial Institution reserves the right to refuse to accept the External Account;
- c) the Depositor agrees to provide the Financial Institution with the financial institution number, branch address or number, and the account number of the External Account the Depositor wishes to link to the Account. The Financial Institution reserves the right to verify the External Account;
- d) the Depositor and the External Account holder must provide authorization to establish the link between the Account and the External Account;
- e) the Depositor agrees to not link the Account to an account that is not owned by the Depositor;
- f) the Depositor acknowledges and agrees that the Financial Institution, at its 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;
- g) the Depositor 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;
- h) the Financial Institution reserves the right to limit the number of External Accounts that can be linked to the Account;
- i) the Financial Institution reserves the right to limit the dollar amount of Transactions to or from the External Account;
- j) the Financial Institution reserves the right to limit the number of Transactions to or from the External Account;
- k) the Financial Institution reserves the right to hold funds on the Transaction amount;
- l) the Depositor consents to the disclosure to the financial institution that holds the External Account of any personal information provided to the Financial Institution with respect to Transactions to or from the External Account. The Depositor also consents to the disclosure to the Financial Institution 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;
- m) funds usually arrive in the Depositor's External Account or Account within 3 to 5 business days from the day the Transaction is authorized. The Financial Institution cannot guarantee the date of deposit to the Account or External Account. The Financial Institution 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;

- n) all deposits or withdrawals will be reversed if the Transaction cannot be delivered or if it is returned for any reason; and
- o) the Depositor agrees that for security or risk management purposes and at the Financial Institution's 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 the Depositor to link multiple Accounts to a single user name to allow the Depositor 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) the Financial Institution reserves the right to refuse to accept any Account;
- b) the Depositor agrees that the Financial Institution, at its 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) the Financial Institution reserves the right to limit the number of Accounts that can be linked;
- d) the Financial Institution reserves the right to limit the dollar amount of Transactions made to or from a linked Account;
- e) the Financial Institution reserves the right to limit the number of Transactions made to or from a linked Account;
- f) 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 the Financial Institution, during which time the Transaction or portion thereof will not be accessible to the Depositor;
- g) the Depositor agrees that the Financial Institution cannot guarantee the date of a Transaction to and/or 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
- h) all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.

28. **EMT SERVICES** – If the Financial Institution through Direct Services makes EMT Services available and the Depositor uses the EMT Services, the Depositor acknowledges and agrees that:

- a) the EMT Services are only available in Canadian dollars;
- b) the Account will be debited as soon as the Depositor initiates a Transaction, and the Financial Institution may hold the Transaction amount until the recipient successfully claims the Transaction or the Transaction is cancelled. The Financial Institution has no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, the Financial Institution is 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 EMT Services are subject to number and dollar limits that may change from time to time without prior notice to the Depositor;
- d) 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, Acxsys Corporation, or a Participating Financial Institution;
- e) an EMT Notice advising the recipient of the Transaction will be generated approximately 30 minutes after the Depositor originates the Transaction;
- f) as the sender, the Depositor will keep the EMT Answer confidential and will not disclose it or share it with anyone but the intended recipient;
- g) the recipient must correctly provide the EMT Answer to claim or decline the Transaction;
- h) the Financial Institution, the other Participating Financial Institution, and Acxsys Corporation or Acxsys Corporation's agents are entitled to pay the Transaction amount to anyone who, using the EMT Services, claims to be the recipient and successfully provides the EMT Answer;
- i) the Financial Institution will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or obtaining the EMT Answer;
- j) as the sender, the Depositor will not include the EMT Answer in the Transaction details;
- k) as the recipient, the Depositor will not disclose the EMT Answer except as required to claim or decline the transfer;
- l) the recipient may claim a Transaction using the online banking services of the Financial Institution or another Participating Financial Institution or through the Acxsys Corporation payment service;
- m) if the recipient declines a Transaction that the Depositor initiated, the Transaction will be returned to the Depositor;
- n) funds usually arrive in the recipient's account within 3 to 5 business days from the day the recipient successfully claims the Transaction. The Financial Institution cannot guarantee the date of deposit;

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- o) as the sender, the Transaction will be returned to the Depositor 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 EMT Contact Information as provided by the Depositor, or if the recipient declines the Transaction. The Depositor is responsible for providing the recipient's correct EMT Contact Information and further agrees that the recipient has consented to the Depositor's use of the EMT Contact Information for EMT Services purposes, including its provision to the Financial Institution, the other Participating Financial Institution, and Acxsys Corporation;
- p) if the recipient successfully claims the Transaction using the Acxsys Corporation payment service but provides incorrect account information, Acxsys Corporation or its agent may request correct account information from the recipient or may mail an Instrument to the recipient. The Financial Institution will not pay interest on the Transaction amount;
- q) 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;
- r) the Depositor is responsible for providing a valid EMT Contact Information and will immediately update it via Direct Services if there are any changes to said EMT Contact Information;
- s) as the sender, the Depositor may cancel a Transaction up to the time the recipient successfully claims the Transaction. As the recipient, the Depositor acknowledges that a Transaction may be cancelled up to the time the Depositor successfully claims the Transaction;
- t) all disputes will be handled directly between the sender and the recipient;
- u) the Financial Institution may refuse to provide EMT Services for the Depositor; and
- v) 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.
29. **PERSONAL FINANCIAL MANAGEMENT** – If the Financial Institution, through Direct Services, makes the PFM Service available, the Depositor agrees that the terms and conditions in this article 29, Personal Financial Management, govern the Depositor's use of the PFM Service and are binding upon the Depositor. If there is any conflict between these PFM Service terms and conditions and the terms and conditions in the rest of this Agreement, then these PFM Service terms and conditions will apply in respect of the PFM Service. In addition, if the Depositor subscribes for PFM Services, special terms and conditions will also apply, as more particularly set forth in the PFM Special Terms attached to and forming part of this Agreement. If there is any conflict between the PFM Special Terms and the terms and conditions in the rest of this Agreement or in respect of this Article 29, Personal Financial Management, then the PFM Special Terms will apply for the PFM Service. Further:
- a) in connection with the PFM Service, the Depositor agrees to provide true, accurate, current, and complete information about an asset and/or liability when required by the Financial Institution. Further, the Depositor agrees to notify the Financial Institution of any changes to such information within a reasonable period of time;
- b) the Depositor agrees to inform the Financial Institution, through Direct Services, of the External Account, asset, or liability they wish to link or add to the PFM Service, including the modification or removal of any linked or added External Account, asset, or liability;
- c) the Financial Institution and the PFM Service Provider each, individually, have the right, in their sole discretion, to refuse to link or add an External Account, asset, or liability to the PFM Service for any reason, including, but not limited to, inability, cost, or inconvenience of linking or adding the External Account to the PFM Service;
- d) the Financial Institution reserves the right to verify the External Account;
- e) the Depositor must provide authorization to add an asset or liability to the PFM Service;
- f) the Depositor agrees to not link, or add, to the PFM Service an External Account, asset, or liability that is not owned by the Depositor;
- g) the Financial Institution reserves the right to limit the number of External Accounts, assets, and/or liabilities that can be linked or added to the PFM Service;
- h) the Depositor agrees that the PFM Service may, from time to time, access the External Account to ensure that the personal financial information on file is current, and to update the personal information on file if it is not, using information retrieved from the External Account. Such access will be at the discretion of the PFM Service provider and will typically occur when the Depositor accesses Direct Services, but may be more or less frequent; and
- i) the Depositor acknowledges and agrees that any information provided by the Depositor about an asset or liability that is not under an External Account or the Account, is provided at the sole discretion of the Depositor. Further, the Depositor agrees that it is the Depositor's sole responsibility to keep such information current.
30. **REMOTE DEPOSITS** – If the Financial Institution, through Direct Services, makes the Remote Deposit Service available and the Depositor uses the Remote Deposit Service, the Depositor acknowledges and agrees that:
- a) solely for the Remote Deposit Service, the Financial Institution appoints the Depositor as its agent, to act on behalf of the Financial Institution in the creation and transmission of an Official Image to the Financial Institution, and any other related duties that may be required by the Financial Institution, all in accordance with the Rules and applicable legislation governing Instruments. In this context, transmission to and receipt by the Financial Institution 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. The Depositor acknowledges and agrees that this role as agent cannot be further delegated by the Depositor. Further, the Depositor acknowledges and agrees that the Depositor 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 the Financial Institution 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) the Financial Institution 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 policies of the Financial Institution governing Instruments;
- c) the creation of an Official Image will be done using a method authorized by the Financial Institution, in its sole discretion, from time to time. Further, the Depositor agrees 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 the Depositor's Account;
- d) nothing in this Agreement obliges the Financial Institution to accept for deposit any item whether it is or purports to be an Official Image. The Depositor 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 the Depositor from anyone other than the drawer of that item, or that is in any way altered. If the Depositor has any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then the Depositor 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 the Financial Institution, and fully disclose all material facts known by the Depositor 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 the sole discretion of the Financial Institution, from time to time. The Depositor 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;
- 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 the Depositor;
- g) any Transaction made on any day or at any time during which the Financial Institution is not open for business, may be credited to the Account on the next business day of the Financial Institution;
- h) once an Official Image of an Eligible Bill has been transmitted to the Financial Institution 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 the Depositor is requested to do so by the Financial Institution in writing. Further, the Depositor agrees 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, the Depositor agrees to indemnify and hold the Financial Institution and its service providers and Central 1 and all of their connected parties, including, without limitation, their respective

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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 the Depositor's use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. The Depositor 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, the Depositor 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 the Financial Institution, the Depositor is 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 pencil, pen, or brightly colored highlighter.) For a period of 120 days after transmission of the Official Image to the Financial Institution, or such shorter period as stipulated by the Financial Institution in writing, the Depositor shall retain and produce to the Financial Institution on written request the original of all imaged Eligible Bills. If the Depositor receives a written request to retain or produce, the Depositor will comply with the written request, and shall, if requested, produce, by delivering to the Financial Institution, the original of all specified Eligible Bills within 5 business days of such request. If the Depositor fails to comply with the written request made pursuant to this provision, then the Financial Institution can place 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 the Financial Institution through the Remote Deposit Service or such shorter period as stipulated by the Financial Institution in writing, and provided that the Depositor has verified a credit to the Account that reconciles to the Official Image transmitted, the Depositor **agrees to immediately proceed with destruction of the 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) the Depositor is responsible for any and all costs associated with obtaining a replacement Instrument in the event that the Financial Institution requests that the Depositor 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 the Financial Institution's sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to the Depositor at the Notice Contact Information after the Depositor uses the Remote Deposit Service to transmit an Official Image, including to advise the Depositor of the receipt by the Financial Institution of an Official Image. To receive such electronic notices, the Depositor must provide the Notice Contact Information required by the Financial Institution;
- 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 the Financial Institution or that the Account will be credited; and
- m) 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 use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or the Financial Institution requiring the Depositor to obtain another Instrument.
31. **ONLINE PAYMENT** – If the Financial Institution, through Direct Services, makes the Online Payment Service available and the Depositor uses the Online Payment Service, the Depositor acknowledges and agrees 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 the Depositor through the appropriate online payment option available on the website of a Participating Merchant;
- c) as soon as the Depositor authorizes 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. The Financial Institution will hold the Transaction amount until the Participating Merchant successfully claims the Transaction or 30 minutes have elapsed, whichever comes first. The Financial Institution has no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, the Financial Institution is 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 the Depositor;
- e) 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, Acxsys Corporation, 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 the Depositor;
- g) the Financial Institution 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 the Depositor authorized, the Transaction amount will be reinstated after 30 minutes have elapsed since the Transaction was authorized. However, the Financial Institution cannot guarantee the date or time that the hold on the Transaction amount will be removed;
- i) the Financial Institution, Central 1, or Acxsys Corporation 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 the Depositor;
- k) all disputes, including requests for refunds, will be handled directly between the Depositor and the Participating Merchant without the participation of the Financial Institution 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) the Financial Institution may refuse, in its sole discretion, to provide the Online Payment Service for the Depositor;
- m) in the Financial Institution's sole discretion, electronic Notifications for purposes related to the Online Payment Service may be generated and sent to the Depositor at the Notice Contact Information after the Depositor authorizes a Transaction, including to advise the Depositor that the Account has been debited. To receive an electronic Notification, the Depositor must provide the Notice Contact Information required by the Financial Institution;
- 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 the Depositor has successfully purchased the product or service from the Participating Merchant; and
- o) 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 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 the Depositor to view and print images of Instruments drawn on the Account and such images may be made available before the Financial Institution has determined whether the Instrument will be honoured or accepted. The Depositor acknowledges and agrees that such images are made available by the Financial Institution as a service to the Depositor and the provision of such images does not mean that the Transaction has been processed, nor does it in any way oblige the Financial Institution to honour or accept the Instrument.
33. **VIEWING DOCUMENTS** – The Financial Institution may, in connection with Direct Services, permit the Depositor to view and print images of documents. The Depositor acknowledges and agrees that such images are made available by the Financial Institution as a service to the Depositor and the provision of such images does not in any way oblige the Financial Institution to permit the Depositor to view and print images of documents.
34. **MODIFICATION OF AGREEMENT** – The Financial Institution may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to the Depositor's future use of Direct Services from time to time, for any reason, without any liability to the Depositor or any other person. The Financial Institution may provide notice of a change to this Agreement by mailing notice to the Depositor's 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 the attention of the Depositor. The Depositor is responsible for regularly reviewing the terms and conditions of this Agreement. If the Depositor uses the Direct Services after the effective date of an amendment to this Agreement, it will mean that the Depositor agrees to the amendment and adopts and is bound by the newer version of this Agreement. The Depositor must not change, supplement, or amend this Agreement by any means.

35. **OTHER AGREEMENTS** – In addition to this Agreement, the terms and conditions of the Account Agreement between the Depositor and the Financial Institution will apply to Direct 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 the Depositor and the Financial Institution and the terms and conditions of this Agreement, then the terms and conditions of this Agreement will apply in respect of Direct Services. There are no representations or warranties made by the Financial Institution to the Depositor concerning Direct 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 the Financial Institution, 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 the Depositor may not rely upon any such advice or information.
36. **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 the Depositor in connection with this Agreement may be given to the Depositor by delivering a written notice to the last known Notice Contact Information, or, except as to confidential financial information specific to the Depositor, by posting notice at the Financial Institution's premises or on the Financial Institution's website, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the notice to the attention of the Depositor.
37. **TERMINATION** – This Agreement may be terminated by either the Financial Institution or the Depositor on not less than 1 business day's prior written notice. Any notice of termination shall not release the Depositor from any obligations incurred under this Agreement.
38. **ELECTRONIC EXECUTION** – This Agreement may be executed electronically. Use of Direct 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.
39. **APPLICABLE LAW** – This Agreement is governed by the laws of the province of the Account, or if more than 1 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.
40. **ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of the Financial Institution and the Depositor and their heirs, executors, successors, and assigns.
41. **PROCEEDS OF CRIME LEGISLATION** – The Depositor acknowledges that the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations apply to the operation of the Account and that the Financial Institution will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. The Depositor agrees to abide by and comply with all such laws and procedures.
42. **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:
- a) 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
  - b) such invalidity or unenforceability will not affect any other provision of this Agreement.
43. **NO WAIVER** – No waiver by the Financial Institution of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. The Financial Institution may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by the Financial Institution.
44. **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.



# Direct Services Agreement - Personal

## PFM SCHEDULE FOR CONSENT AND DISCLOSURE FOR PFM SERVICE ("PFM SPECIAL TERMS")

1. **ACCEPTANCE OF PFM SERVICE SPECIAL TERMS** – The Depositor acknowledges their acceptance of these PFM Special Terms such that they form and are part of the Direct Services Agreement - Personal Accounts (the "Agreement"). The Financial Institution does not offer Direct Services for Personal Accounts other than in accordance with these terms and conditions.

If there is more than one Depositor in respect of the Account, or multiple holders of the External Account, the Depositor expressly accepting these terms hereby warrants and represents to the Financial Institution that such Depositor has the lawful, express, and actual authority of all other Depositors on the Account, or holders of the External Account, and each of them:

  - i. to consent to the use of all and each of the Depositors' personal information for purposes of the provision and use of PFM Services; and
  - ii. to acknowledge, accept and agree to be bound by the terms of the Agreement and these PFM Special Terms, including Schedule I to the PFM Special Terms, so as to form a valid and binding agreement as between all of the Depositors and the Financial Institution.

The Depositor expressly accepting these terms does so on behalf of all of the Depositors and understands that these representations and warranties, and acceptance of these terms, will be relied upon by the Financial Institution in providing PFM Services. The Depositor expressly accepting these terms understands that if these representations and warranties are untrue it may cause loss, harm and damage to the Financial Institution for which that Depositor is responsible. The Depositor expressly accepting these terms hereby agrees to indemnify and hold harmless the Financial Institution from any loss, damage, costs, including reasonable legal fees, claims or other harm that may be suffered as a result of the Financial Institutions' reliance upon these representations and warranties.
2. **PERSONAL FINANCIAL MANAGEMENT ACCOUNT LINKING CONSENT** – The Depositor understands that the Personal Financial Management tool and account linking service, defined in the Agreement as the "PFM Service", is being offered through the Depositor's Financial Institution in coordination with Central 1 Credit Union ("Central 1") and by Yodlee Inc. ("Yodlee") and that it is an express requirement of Yodlee that if the Depositor wishes to subscribe, access, or use the PFM Service that the Depositor must consent to amendments and incorporation of certain terms to the Agreement with the Financial Institution as more particularly set forth in the Mandatory Provisions for Customer Agreement as set forth in the Schedule I below, (the "Mandatory Provisions"). The Depositor understands that subscription to the PFM Service, whether by linking Accounts at the Financial Institution alone or with External Accounts at Third Party institutions will require that the Depositor share certain otherwise confidential and personal information to engage the PFM Service.
3. **PFM DISCLOSURE OF ACCESS CODE AND CONFIDENTIAL INFORMATION TO LINKED ACCOUNTS** – The Depositor authorizes the Financial Institution, Central 1, and their respective agents, representatives, and service providers, (collectively referred to solely for purposes of this PFM Special Terms as the "F.I. Affiliates") as well as Yodlee, to collect, use, and disclose the Depositor's personal information, including the Depositor's personal access codes, in order to link the External Accounts to the Depositor's Account with the Financial Institution, and periodically access the External Accounts to update the Depositor's personal information and to perform data analytics on all linked accounts to present information and reports to the Depositor and make available to the Depositor and the Depositor's Financial Institution, a personal financial management summary of all of the Depositor's linked accounts and transactions thereon. Notwithstanding the foregoing, this provision shall not be deemed to in any way diminish the Depositor's duties and responsibilities to personally access and review the External Accounts and to otherwise comply with the agreements in place with Third Parties holding those External Accounts, nor shall any right of access to information granted by the Depositor pursuant to this Agreement create any obligation on the part of the Financial Institution, Central 1, or the PFM Service provider to monitor or warn the Depositor of any unusual or unauthorized account activity on any Account or any External Accounts. The Depositor understands that the institutions holding the Depositor's External Accounts may prohibit disclosure of the Depositor's personal access codes, and that it is the Depositor's responsibility to confirm that the Depositor's personal access codes can be disclosed to Yodlee for the purpose of linking the External Accounts. This will not be confirmed by the Financial Institution, the F.I. Affiliates, or Yodlee.
4. **PFM SERVICE DISCLAIMER** – The Depositor confirms that the Depositor is permitted to link the Depositor's External Accounts, and the Depositor accepts all risk associated with the linking of the Depositor's Financial Institution Account to the Depositor's External Accounts, including all risk associated with disclosure of the Depositor's personal access codes. The Depositor agrees and acknowledges that the Financial Institution or any F.I. Affiliate is not responsible or liable for any loss, harm, or damage, of any kind, related to or arising from linking the Depositor's Financial Institution Account with the Depositor's External Accounts, or arising from disclosure of the Depositor's personal access codes for purposes of linking the Depositor's External Accounts, to the extent permitted by law, subject to the Financial Institution or F.I. Affiliate being liable for the consequences of their own act and that of its representatives.
5. **MARKETING CONSENT FOR PFM SERVICE** – The Depositor understands that if the Depositor has previously provided to the Financial Institution a marketing consent to receive promotional offers, then the Financial Institution, and its agents, representatives, and service providers will use the information from the Depositor's linked accounts to provide promotional and marketing information to the Depositor.
6. **UNSUBSCRIBE FROM PFM SERVICE** – The Depositor can withdraw the Depositor's consent for the collection, use, and disclosure of the Depositor's personal information at any time by contacting the Financial Institution, at [mailing address] or [telephone number, email address, and/or website address]. If the Depositor withdraws the Depositor's consent, the Financial Institution may no longer be able to provide certain services, including, but not necessarily limited to PFM Services. The Depositor understands that certain additional integrated services offered by the Financial Institution may no longer be available.
7. **ASSET/LIABILITY CONSENT** – The Depositor understands that the PFM Service can keep track and provide the Depositor with comprehensive specific analysis of the Depositor's financial situation only if the Depositor keeps such information complete and current and that if the Depositor does not do so, that the reports and analytics performed as part of the PFM service will be incomplete and may contain erroneous information. The Depositor authorizes the Financial Institution and the F.I. Affiliates to collect, use, and disclose the Depositor's personal information in order to add, modify, or delete reference to the asset(s) or liability(ies) to the Depositor's Account with the Financial Institution, whether in future or the past. The Depositor understands and agrees that the Depositor is responsible for keeping the Depositor's asset and liability information current.

## SCHEDULE I - MANDATORY PROVISIONS FOR CUSTOMER AGREEMENT

1. **PROVIDE ACCURATE INFORMATION** – You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
2. **PROPRIETARY RIGHTS** – You are permitted to use content delivered to you through the PFM Service only on the PFM Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the PFM Service technology, including, any Java applets associated with the PFM Service.
3. **CONTENT YOU PROVIDE** – You hereby grant to the Financial Institution and its service providers, including Central 1 and Yodlee Inc. (collectively, "Service Providers") a license to use any information, data, passwords, materials or other content (collectively, "Your Content") that you provide through or to the PFM Service for the following purposes:
  - a) to provide the PFM Service to you;
  - b) to provide you with access to Your Content through other similar services provided by Yodlee Inc. to other financial institutions; and
  - c) to provide those other financial institutions with information regarding all of the accounts that you have registered with the PFM Service so that they may use the information to provide or offer additional or complementary services to you (collectively, the "Permitted Purposes").

The Financial Institution and Service Providers may use, modify, display, distribute and create new material using Your Content for the Permitted Purposes. By submitting Your Content, you automatically agree, or promise that the owner of Your Content has expressly agreed, that, without any particular time limit and without the payment of any fees, the Financial Institution and Service Providers may use Your Content for the Permitted Purposes. As between the Financial Institution and Service Providers, the Financial Institution owns your confidential account information.
4. **THIRD PARTY ACCOUNTS** – By linking an External Account to the PFM Service, you authorize the Financial Institution and Service Providers, on your behalf, to access the applicable Third Party site to register the account for use by you in connection with the PFM Service and to retrieve data regarding the account for use by you as part of the PFM Service.

For the foregoing purposes, you hereby grant to the Financial Institution and Service Providers a limited power of attorney, and you hereby appoint each of the Financial Institution and Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access Third Party sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN THE FINANCIAL INSTITUTION OR SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM A THIRD PARTY SITE, THE FINANCIAL INSTITUTION AND SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY THAT OWNS OR OPERATES THE THIRD PARTY SITE. You agree that Third

## Direct Services Agreement - Personal

Party account providers and site operators will be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the PFM Service is not endorsed or sponsored by any Third Party account providers accessible through the PFM Service.

5. **DISCLAIMER OF WARRANTIES** – YOU EXPRESSLY UNDERSTAND AND AGREE THAT:
- YOUR USE OF THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE IS AT YOUR SOLE RISK. THE PFM SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FINANCIAL INSTITUTION AND SERVICE PROVIDERS EACH EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
  - THE FINANCIAL INSTITUTION AND SERVICE PROVIDERS MAKE NO WARRANTY THAT:
    - i. THE PFM SERVICE WILL MEET YOUR REQUIREMENTS;
    - ii. THE PFM SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
    - iii. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PFM SERVICE WILL BE ACCURATE OR RELIABLE;
    - iv. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PFM SERVICE WILL MEET YOUR EXPECTATIONS; OR
    - v. ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.
  - ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PFM SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE FINANCIAL INSTITUTION OR A SERVICE PROVIDER THROUGH OR FROM THE PFM SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
6. **LIMITATION OF LIABILITY** – YOU AGREE THAT NEITHER THE FINANCIAL INSTITUTION NOR ANY SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY LOSS, DAMAGE OR OTHER HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE FINANCIAL INSTITUTION OR THE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:
- i. THE USE OR THE INABILITY TO USE THE PFM SERVICE;
  - ii. THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES;
  - iii. ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE PFM SERVICE;
  - iv. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
  - v. STATEMENTS OR CONDUCT OF ANYONE ON THE PFM SERVICE;
  - vi. THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE FINANCIAL INSTITUTION OR THE SERVICE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR
  - vii. ANY OTHER MATTER RELATING TO THE PFM SERVICE.
7. **INDEMNIFICATION** – You agree to protect and fully compensate the Financial Institution and each Service Provider and their affiliates from any and all Third Party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the PFM Service, your violation of these terms or any infringement, by you or any other user of your account, of any intellectual property or other right of anyone.
8. **YODLEE** – You agree that each Service Provider is a Third Party beneficiary of the above provisions, with all rights to enforce such provisions as if the Service Provider were a party to this Agreement.