

ELECTRONIC SERVICES AGREEMENT**TERMS & CONDITIONS**

This agreement (the “**Agreement**”) outlines the terms and conditions governing your use of Electronic Services (defined below). The Credit Union does not offer Electronic Services other than in accordance with these terms and conditions. By requesting and using Electronic Services, you acknowledge your acceptance of these terms and conditions.

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In consideration of the Credit Union providing access to any of your Accounts using Electronic Services, you agree as follows:

- 1. INTERPRETATION** – Any defined term used in this Agreement, defined in the singular, is deemed to include the plural and vice versa.

“**Account**” means any of your accounts or subaccounts (if applicable) that you may have now or in the future, at the Credit Union.

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

“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.

“Credit Union”, “we”, “us” or “our” means the credit union holding your Account set out in the Account Agreement and all of its subsidiaries, affiliates and divisions.

“Debit Card” means a card, including a Smart Card, issued by us that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an automated teller machine (ATM), authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants.

“Electronic Device” means a personal computer, cell phone, smart phone, telephone, mobile device, wireless device, tablet or any other electronic device that we allow you to use to access the Electronic Services.

“Electronic Services” means the services offered by us from time to time that let you access the Account using an Electronic Device. However, Electronic Services do not include card services such as Debit Cards or Smart Cards, including those provided by a Third Party.

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

“External Account” means an account held at: another Canadian financial institution; a registrant of the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada; a card issuer; or an entity eligible for membership with the Canadian Payments Association; in each case, being an account in your name or on which you have the authority to independently authorize Transactions.

“External Account Holder” means an entity holding your External Account.

“Identity” means your name, user name or other means by which we identify you for your use of a service. An Identity, together with a Proof of Identity, allows access to Electronic Services.

“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, mailing address (including postal code), email address, fax number or telephone number that can receive SMS texts, provided by you to, and accepted by, us, through which we give written notice to you in accordance with this Agreement.

“Notification” means a written notification generated by or on behalf of us 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 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.

“PAD” means a Preauthorized Debit.

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

“Password” means the personal access word or personal access code used with Electronic Services to access an Account.

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

“Proof of Identity” means the means by which Identity is verified. Proof of Identity may include answers to security questions or the use of a passphrase and may include the use of fingerprints, voiceprints, facial recognition, or other biometric means.

“Remote Instructions” means instructions given to us with respect to the operation of the Account from a remote location, using a computer, portable hand-held or wearable device, telephone, mobile telephone, fax, via our online banking system, email, text message transmission, or other remote communication acceptable to us in order to operate the Account or authorize Transactions and make arrangements with us.

“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.

“SMS” or **“Short Message Service”** is a text messaging service component of an Electronic Device.

“Third Party” means any person, firm, corporation, association, organization or entity (other than you or us).

“Third Party Service Providers” means any person, firm, corporation, association, organization, or entity providing Electronic Services (or any aspect of Electronic Services) for or on behalf of us to our members.

“Transaction” means any transaction processed to or from the Account.

“Unsanctioned Aggregation Service” means an online account aggregation or personal financial management service that retrieves, consolidates, organizes and presents your accounts for the purpose of allowing you to view your accounts with an Unsanctioned Aggregator in a single location. An Unsanctioned Aggregation Service does not include a personal financial management and account aggregation feature or service that we may offer through Electronic Services.

“Unsanctioned Aggregator” means a third party who provides an Unsanctioned Aggregation Service. An Unsanctioned Aggregator does not include a Third Party Service Provider that we retain to assist us in providing a personal financial management or account aggregate feature that we may offer through Electronic Services.

“you” and “your” means the customer or member of the Credit Union who holds the Account with us authorized for Electronic Services. For clarity, “you” and “your” may refer to an individual or a Business User (as defined below).

2. **MODIFICATION OF AGREEMENT** – We may, in our sole discretion, amend the terms and conditions of this Agreement as it relates to your future use of Electronic Services from time to time, for any reason, without any liability to you or any other person. We may provide notice of a change to this Agreement in the manner set out in the “Notices” section below and you are responsible for regularly reviewing the terms and conditions of this Agreement. If you use the Electronic Services after the effective date of an amendment to this Agreement, it will mean that you agree to the amendment and that you will be bound by the newer version of this Agreement. You must not change, supplement, or amend this Agreement by any means.
3. **PERSONAL INFORMATION** – We may collect, use, and disclose your personal information in order to provide financial services and products to you, to verify or determine your identity in accordance with our “know your client” obligations, and to comply with legal and regulatory requirements, all in accordance with this Agreement and our privacy policies. We may obtain, collect, use, and release your confidential information: (i) as permitted or required by law, including in a court proceeding, (ii) with your consent or; (iii) as necessary to process Transactions.
4. **USE OF SERVICES** – You may use Electronic Services to access any permitted Account and to authorize such Transactions as may be permitted by us, starting on the day these terms and conditions are accepted by you and your request for Electronic Services is

approved by us. We may occasionally add to or delete from the types of use permitted and Electronic Services offered.

In connection with Electronic Services, you agree to provide true, accurate, current, and complete information about you, the Account, and any External Account when required by us. Further, you agree to notify us (in the manner set out in the “Notices” section below) of any changes to such information within a reasonable period of time.

5. **SERVICE CHARGES AND FEES** – You agree to pay the service charges that we, or a Third Party Service Provider, establish, from time to time, for Electronic Services, including, without limitation, service charges for providing records regarding you that we are legally required to provide. We may, from time to time, increase or decrease the service charges for Electronic Services and provide notice of such changes in the manner set out in the section titled “Notices” in this Agreement. Current service charges for Electronic Services may be obtained by contacting us or through our website. You are responsible for determining the then current service charges for Electronic Services you request, in advance of requesting those services. By requesting Electronic Services, you acknowledge your agreement to pay service charges for the Electronic Services requested by you then in effect. We can deduct service charges from the Account (or your other accounts with us) 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 Credit Union.

6. **AVAILABILITY OF ELECTRONIC SERVICES** – The availability of Electronic Services depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to us and Third Party Service Providers and that there is no guarantee or obligation to provide continuous or uninterrupted service. Neither we nor any Third Party Service Providers are liable for any cost, loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, special, or consequential, that you may suffer in any way arising from non-continuous or interrupted service or the Credit Union or any Third Party Service Providers providing or failing to provide Electronic 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 we or any Third Party Service Providers liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, garbled, or delayed transmissions, or online failures (collectively, “**Interruption Claims**”), even if you have advised us of such consequences. You release and agree to hold harmless the Credit Union and any Third Party Service Providers from any and all Interruption Claims.

You agree to use all reasonable security measures and procedures to ensure the security of your Accounts, services, Debit Cards, Identity and Proof of Identity, computers and other systems used to access Accounts or services (including mobile and wearable devices), and your confidential and personal information. This includes:

- Always using current firewall and anti-virus programs, and promptly installing all updates and security patches for all software used.
- Never providing any account information or, any Identity or any Proof of Identity to anyone in response to an unsolicited email or call, or to anyone else who may pretend to represent us and ask for this information;
- Never clicking on a link provided in an unsolicited email;
- Always verifying the identity of any caller claiming to represent us, and the authenticity of any telephone number or website address provided by a caller or in an unsolicited email; and
- Always signing off and closing the web browser promptly and completing all requirements on our website and/or signing off and closing the mobile device application for the Credit Union.

7. AUTHORIZATION FOR TRANSACTIONS – You acknowledge and agree that:

- (a) using the Password or such other form of Proof of Identity to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by you in person or as otherwise contemplated or permitted by the Account Agreement;
- (b) you will be bound by each such Transaction; and
- (c) once the Password or such other form of Proof of Identity has been used to authorize a Transaction, the Transaction cannot be revoked or countermanded.

You irrevocably authorize and direct us to debit or credit, as the case may be, the amount of any Transaction to the Account, together with any service charges or fees, authorized using the Password, in person by you, such other form of Proof of Identity or as otherwise contemplated or permitted by the Account Agreement, in accordance with our normal practices, which may be amended from time to time without notice.

8. IDENTITY, PROOF OF IDENTITY AND PASSWORD – Your Identity, Proof of Identity and Password are used to identify you for access to Electronic Services. You may change your Identity, Proof of Identity or Password at any time. You will change your Identity, Proof of Identity and/or Password promptly upon request from us. For additional security, it is recommended that you change your Password on a regular basis, such as every 90 days.

You agree to keep your Identity, Proof of Identity and Password confidential and will take every reasonable precaution to keep your Electronic Device secure from others. This includes:

- If any Proof of Identity or Password must be recorded, you will not record it on your Electronic Device (unless you are using an encrypted password manager program or similar application) or keep it near your Electronic Device.
- Avoiding a Proof of Identity or Password that may be easily determined by others, such as your name, birthday, phone number, address, or Social Insurance Number;
- Not disclosing your Identity, Proof of Identity or Password voluntarily to anyone at any time, including to a family member, friend, other financial institution, agent or employee, or law enforcement agency; and
- Taking all reasonable precautions to ensure that no one finds out your Identity, your Proof of Identity or Password while logging into the Electronic Services.

You acknowledge that we may, from time to time, implement additional security measures, and you agree to comply with all instructions issued by us concerning such security measures.

There are inherent risks associated with responding to unsolicited emails, telephone calls, and text message transmissions from persons purporting to be representatives of the Credit Union. We advise that you not respond to such unsolicited communications, and you should only initiate communications with us either through the Electronic Services (e.g., through our internet banking platform or mobile application, as applicable) or through our published contact information as shown on our website.

If you disclose your Identity, your Proof of Identity and/or Password to another person, then any Transaction made by that person will be deemed to have been authorized by you. You are responsible for the accuracy of your Transaction instructions, including account number, payment amount, and any other relevant information recorded or entered by you into our systems. Depending on the type of transaction, electronic payment instructions may be final and irrevocable, and it may not be possible to retrieve funds sent in error.

If you choose to share your Identity, your Proof of Identity and/or Password with an Unsanctioned Aggregator you acknowledge and agree that: (i) we will not help the Unsanctioned Aggregator in any way and will not be responsible for the information retrieved by the Unsanctioned Aggregator; (ii) we will not be responsible to you for any losses that may result from you sharing your Identity, your Proof of Identity and/or Password, using the Unsanctioned Aggregation Service; (iii) you are responsible to review the security and privacy standards of the Unsanctioned Aggregator and to determine what your liability will be in connection with the Unsanctioned Aggregation Service; (iv) you will change your Password immediately when you end the Unsanctioned Aggregation

Service; and (v) we have the right to prevent Unsanctioned Aggregators from accessing your Accounts.

You agree to notify us immediately in the manner set out in the section titled “Notices” in this Agreement, as soon as you know or suspect that:

- your Debit Card is lost or stolen, or has been used by someone else;
- your Identity, Proof of Identity, Password or other credentials that are used to log into Electronic Device have become known to someone else;
- there has been any misuse or unauthorized use of your Identity, a Password, and/or such other form of Proof of Identity; or
- you receive Notification of any Transaction affecting your Account that alerts you of Account activity that was not authorized by you.

You will change your Identity, Password or any other form of Proof of Identity if any of the notification requirements above arises.

You are responsible for all Transactions authorized by you using your Password and for all other Transactions where your Debit Card or Password are used to carry out the Transaction. You are also responsible if:

- you make any entry error or worthless or fraudulent deposit;
- you fail to notify us immediately; or
- you voluntarily allow another person to use your Electronic Device if your Debit Card is stored in a digital wallet on the Electronic Device.

Your liability may exceed your Account’s credit balance or available funds if:

- your Account has overdraft protection or is linked to a line of credit, or is linked with another account having these features; or
- the Transaction is completed because of an entry error or a fraudulent or worthless deposit.

- 9. REMOTE INSTRUCTIONS** – You may provide Remote Instructions to any branch of the Credit Union as permitted by us, online through the Electronic Services, through our mobile application, or through our 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.

We may, but will not be obliged to, act on Remote Instructions received in your name along with any requisite Password or such other form of Proof of Identity, if any, to the same extent as if the Remote Instructions were written instructions delivered to us by mail and

signed by you or such other person authorized to operate the Account. Any such Remote Instructions are deemed genuine.

We may, in our sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instruction.

Remote Instructions can be transmitted to us at the telephone or fax number or email address or any other digital means we identify for transmission of information provided by the Credit Union, or at such other telephone or fax number or email address or any other digital means we identify for transmission of information as we may advise you by notice in writing, or online through the Electronic Services. We, acting reasonably, are entitled to assume that any person identifying themselves as you are in fact you, and can rely upon such, and we may act on the Remote Instructions provided by any such person. All Remote Instructions given to us in your name will bind you.

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

- 11. CREDIT UNION RECORDS** – Our records of all Transactions will be deemed to be correct and will be conclusive and binding on you. All Transactions will appear on the regular statements of account for the Account.

If you believe or suspect that our records contain an error or omission, or reflect unauthorized Account activity, you agree to give immediate notice to us in the manner set out in the section titled “Notices” in this Agreement, and in any event, you agree to do so within the time provided in the Account Agreement.

A copy of any fax or email message or other Remote Instructions or our notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by you. You will not object to the admission of our or any Third Party Service Provider’s records as evidence in any legal proceeding and all such records will be conclusive evidence for all purposes in respect of any matter or thing relating to the state of the Accounts between you and us in respect of any Transaction.

- 12. LIABILITY FOR ERRORS AND OMISSIONS** – If we make an error or omission in recording or processing any Transaction, we are only liable for the amount of the error or omission if you have not caused or contributed to the error or omission in any way, you have complied with this Agreement and the Account Agreement, and you have given notice

to us in the manner set out in the section titled “Notices” in this Agreement within the time provided in the Account Agreement, and to the extent the liability is not otherwise excluded by this Agreement or the Account Agreement.

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

13. EXCLUSION OF CREDIT UNION RESPONSIBILITY – Except as expressly contemplated in this Agreement, we are not responsible for any loss or damage suffered or incurred by you except to the extent caused by our gross negligence or intentional or wilful misconduct, and in any such case we will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if we have been advised of the possibility of such damages. Except as expressly provided otherwise in this Agreement, in no event will we be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by you that is caused by:

- (a) the actions of, or any failure to act by, you, or any other party (and no other party will be considered to be acting as an agent for us unless expressly authorized to do so for that purpose);
- (b) the inaccuracies in, or inadequacies of, any information furnished by you to us, including, but not limited to any failed, duplicative, or erroneous transmission of Remote Instructions;
- (c) the failure by us to perform or fulfill any of our obligations to you, due to any cause beyond our 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.

14. PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS – In the event of a problem with a Transaction or an unauthorized Transaction, you will report the issue immediately to us. We will investigate and respond to the issue on a timely basis. We will not unreasonably restrict you from the use of the Account subject to dispute, as long as we are satisfied that you did not cause or contribute to the problem or unauthorized Transaction, have fully cooperated with the investigation, and have complied with this Agreement and the Account Agreement. We will respond to reports of a problem or unauthorized Transaction in a timely manner and will, within a reasonable period of time, thereafter, indicate what reimbursement, if any, will be made for any loss incurred by you. Reimbursement may, but will not necessarily, be made for losses from a problem or unauthorized Transaction in

this time frame provided that you have complied with this Agreement and on the balance of probabilities it is shown that you took all reasonable and required steps to:

- (a) protect the confidentiality of your Password and such other form of Proof of Identity 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 us.

- 15. ELECTRONIC DEVICE SECURITY** – If Electronic Services are made available through the Internet, a telephone service provider or our mobile application, you acknowledge that, although we use 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 Electronic Device used to access Electronic Services is auto-locked by a password to prevent unauthorized use of the Electronic 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 Electronic Device, you will sign out of Electronic Services and, where applicable, close the browser when finished using it. You further acknowledge that using public or shared computers and Electronic Devices, or using Electronic Devices in a public place, or through an open Wi-Fi or shared Bluetooth portal, to access Electronic Services increases the risk of unauthorized access to your Account, and you should take all reasonable precautions to avoid such use or inadvertent disclosure of your Password and/or such other form of Proof of Identity.
- 16. FRAUD PREVENTION AND DETECTION** – You agree to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions.
- 17. LINKS** – If Electronic Services are made available through the Internet, our website may provide links to other websites, including those of Third Party Service Providers who may also provide services to you. You acknowledge that all those other websites and services provided by Third Party Service Providers are independent from us and may be subject to separate agreements that govern their use. We have no liability for those other websites or their contents or the use of services provided by Third Party Service Providers. Links are provided for convenience only, and you assume all risk resulting from accessing or using such other websites or services provided by Third Party Service Providers.
- 18. THIRD PARTY SERVICE PROVIDERS** – From time to time, we may make services provided by Third Party Service Providers available directly to you through Electronic

Services, our website or through our social media platforms. In this event, you acknowledge and agree that:

- (a) the services are provided to you by the Third Party Service Providers and not us. Your relationship with the Third Party Service Providers shall be a separate relationship, independent of the relationship between you and us, and such a relationship is outside our control;
- (b) we make no representation or warranty to you with respect to any services provided by a Third Party Service Provider even though those services may be accessed by you through Electronic Services our website or through our social media platforms;
- (c) you assume all risks associated with accessing or using the services of Third Party Service Providers;
- (d) you expressly grant and agree to grant to the Third Party Service Providers, a non-exclusive, irrevocable, perpetual, royalty-free, world-wide right and license to use as required by the Third Party Service Provider and authorize other persons to use Eligible Bills, Official Images, Identity and Proof of Identity (including your personal information), solely for the purpose of providing the services and performing the obligations provided by the Third Party Service Providers;
- (e) we have no responsibility or liability to you in respect of services provided by a Third Party Service Provider;
- (f) any dispute that relates to services provided by a Third Party Service Provider is strictly between you and the Third Party Service Provider, and you will raise no defense or claim against us; and
- (g) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* may apply to the services provided by Third Party Service Providers and that the Third Party Service Provider may, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.

19. INDEMNITY – You agree to indemnify and hold us and our Third Party Service Providers and all of their connected parties and affiliates (collectively, the “**Indemnified Parties**”) harmless from any liabilities and costs (including reasonable legal fees and expenses) incurred by the Indemnified Parties in connection with any claim or demand arising out of your use of Electronic Services. You agree to reasonably assist and cooperate as required by the Indemnified Parties in the defense of any such claim or demand. Without limiting the foregoing, you agree to indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:

- (a) any of the Indemnified Parties making Electronic Services available to you;

- (b) any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;
- (c) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by you through Electronic Services;
- (d) any Transaction that results in a negative balance in the Account; or
- (e) the consequences of any Transaction authorized by you.

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.

20. ELECTRONIC SERVICES ACKNOWLEDGEMENT – You acknowledge and agree that:

- (a) when transfers and bill payments are authorized through Electronic Services, funds are deemed irrevocably transferred out of the Account and the Transaction cannot be revoked or countermanded by you;
- (b) anyone with access to your Identity and a Password and/or such other form of Proof of Identity may be able to access Electronic Services and may use your Identity and the Password and/or such other form of Proof of Identity to transfer money out of an Account, set up bill payment arrangements, make bill payments, and authorize any other Transaction;
- (c) we will not be liable in any way to you or any other person for processing or accepting on the Account any Transaction that results in the transfer of money out of the Account or in the payment of bills, even if the money is used for the benefit of a person other than you, or if bills owed by a person other than you are paid;
- (d) you will be liable for all Transactions conducted using Electronic Services, including Transactions that benefit a person other than you or that result in the payment of bills owed by a person other than you; and
- (e) a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.

21. NO STATEMENT REQUEST AND ONGOING VERIFICATION OBLIGATIONS – You acknowledge and agree that:

- (a) it will be your responsibility to obtain (whether from us or using Electronic Services) and review, after the end of each calendar month, a statement of the activity in the Account, and you agree to notify us no later than the end of the following calendar month (the “**Notification Date**”) of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in

any Instrument or other items, or of any forgeries, fraudulent or unauthorized Transactions of any type, and any debits wrongly made to the Account;

- (b) notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which you have notified us on or before the Notification Date), you agree that:
- (i) the amount of the balances shown on the last day of the calendar month is correct and binding on you subject to our right to make reversals in accordance with this Agreement and the Account Agreement;
 - (ii) all amounts charged to the Account are valid;
 - (iii) you are not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month;
 - (iv) you have verified the validity of any Instruments and instructions; and
 - (v) the use of any service shown is correct.

You acknowledge that:

- (vi) despite the fact that an Instrument may be posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by us and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back, made in error, or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly; and
 - (vii) a statement of account is not considered processed until it has been verified and accepted by us. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.
- (c) Despite subsection (b) above, if you have authorized PADs to be issued against any of the Accounts, you acknowledge that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:
- (i) 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
 - (ii) where the purpose of the PAD was for payment of goods and services related to your commercial activities, the time period for making such a claim is 10 business days from the date of debiting.

Claims must be made in writing to us within the specified time period and in compliance with the Rules, as amended from time to time.

22. BILL PAYMENTS MADE THROUGH ELECTRONIC SERVICES – You acknowledge and agree that:

- (a) bill payments made through Electronic 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;
- (b) 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;
- (c) we 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;
- (d) if you have made or received a bill payment in error, we may, but are not obliged to, assist you by initiating or processing a “Bill Payment Error Correction Debit”, as defined under the Rules, and if so initiated, you agree to indemnify us for any direct loss, costs, or damages incurred, and will pay to us any reasonable service charges or fees related to the provision of the service; and
- (e) if we, absent gross negligence or wilful misconduct, initiate or process a Bill Payment Error Correction Debit affecting your Accounts or affairs, we shall be held harmless for any and all loss, costs, or damages suffered or incurred by you, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

23. ELECTRONIC SERVICES AND THIRD PARTY SERVICES – In respect of all Electronic Services and any services made available to you from Third Party Service Providers by us, you shall not:

- (a) use the services, in our, or a Third Party Service Provider’s, judgement, to post, upload, reproduce, distribute, or otherwise transmit information or materials where such activity constitutes a criminal offence or from otherwise engaging in or assisting others to engage in any criminal offence;
- (b) use the services, in our, or a Third Party Service Provider’s, judgement, to post, upload, reproduce, distribute, or otherwise transmit information or materials where such activity gives rise to civil liability or from otherwise violating the rights or assisting others to violate our rights, the rights of any applicable Third Party Service Provider or any Third Party;
- (c) use the services of another provider to engage in or facilitate any activity that violates this Agreement; and

- (d) 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 Electronic Services or services made available from Third Party Service Providers).

In the event of a breach of the provisions of subsections (a) through (d) above, your participation in Electronic Services or any service provided by us or any Third Party Service Providers may be restricted, suspended or terminated. In addition, such a breach may result in (1) the blocking or filtering of your content, data or materials, or (2) deletion of your content, data or materials from our or any Third Party Service Provider's services.

We, our Third Party Services Providers, and our licensors, are the owners of all intellectual property rights subsisting on each page in the screens made available to you through Electronic Services. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on Electronic Services are our, our Third Party Services Providers, and our licensors, property. No part of any website page in Electronic Services may be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, without our express written permission. The only exception is for personal and non-commercial use (including viewing, printing or archiving of electronic copies of your Electronic Services activities), that is otherwise in accordance with the terms of this Agreement and as we may further instruct you. Nothing in this Agreement or on our Electronic Services is to be interpreted as conferring a right to use our works, trademarks or logos in any other way.

24. TRANSFERS WITH EXTERNAL ACCOUNTS – If we, through Electronic Services, enable you to transfer funds between the Account and an External Account, then:

- (a) you agree to inform us in writing of the External Accounts you wish to link to the Account in a form acceptable to us;
- (b) we reserve the right to refuse to accept the External Account;
- (c) you agree to provide us with the financial institution number, branch address or number, and the account number of the External Account you wish to link to the Account. We reserve the right to verify the External Account;
- (d) you and the External Account Holder must provide authorization to establish the link between the Account and the External Account;
- (e) you agree to not link the Account to an account that is not owned by you;
- (f) you acknowledge and agree that we, at our discretion, may limit the type of transfers that can be conducted between the Account and the External Account; specifically, whether Transactions will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account;

- (g) you may only link an Account denominated in Canadian dollars to an External Account denominated in Canadian dollars, or an Account denominated in US dollars to an External Account denominated in US dollars, and only if the External Account is with a financial institution domiciled in Canada;
- (h) we reserve the right to limit the number of External Accounts that can be linked to the Account;
- (i) we reserve the right to limit the dollar amount of Transactions to or from the External Account;
- (j) we reserve the right to limit the number of Transactions to or from the External Account;
- (k) we reserve the right to hold funds on the Transaction amount;
- (l) you consent to the disclosure to the External Account Holder of any personal information provided to us with respect to Transactions to or from the External Account. You also consent to the disclosure to us of any personal information provided to the External Account Holder of any personal information provided to such financial institution with respect to Transactions to or from the External Account;
- (m) funds usually arrive in your External Account or Account within 3 to 5 business days from the day the Transaction is authorized. We cannot guarantee the date of deposit to the Account or External Account. We and any Third Party Service Provider 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) you agree that for security or risk management purposes and at our discretion, a nominal sum may be credited to the External Account once per year.

25. TRANSFERS WITH LINKED ACCOUNTS – If we, through Electronic Services, enable you to link multiple Accounts to a single username to allow you to access the Accounts from a single username, it will not constitute merging the Accounts. If the Accounts are linked through Electronic Services, then:

- (a) we reserve the right to refuse to accept any Account;
- (b) you agree that we, at our discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;

- (c) we reserve the right to limit the number of Accounts that can be linked;
- (d) we reserve the right to limit the dollar amount of Transactions made to or from a linked Account;
- (e) we reserve the right to limit the number of Transactions made to or from a linked Account;
- (f) we reserve the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by us, during which time the Transaction or portion thereof will not be accessible to you;
- (g) you agree that we cannot guarantee the date of a Transaction to and/or from a linked Account. We and any Third Party Service Providers 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.

26. E-TRANSFER SERVICES – If we, through Electronic Services, make e-Transfer Services available and you use the e-Transfer Services, you acknowledge and agree that:

- (a) the following terms will have the following meanings in this section (and elsewhere in this Agreement):
 - (i) “**Autodeposit e-Transfer**” means an e-Transfer that is deposited to the designated account of a recipient without the use of an e-Transfer Answer;
 - (ii) “**Autodeposit Recipient**” means a recipient who has registered for Autodeposit e-Transfer at a Participating Financial Institution;
 - (iii) “**e-Transfer**” means an *Interac* e-Transfer® transaction sent or received through the e-Transfer Services.
 - (iv) “**e-Transfer Answer**” means the word or phrase created by the sender of an e-Transfer and used by the recipient to claim or decline the money transfer using e-Transfer Services;
 - (v) “**e-Transfer Contact Information**” means the electronic contact information, including without limitation an email address or telephone number, used in sending and receiving of an e-Transfer using e-Transfer Services;
 - (vi) “**e-Transfer Notice**” means the electronic notice sent to the recipient of an e-Transfer, when such money transfer is sent using e-Transfer Services;

- (vii) **“e-Transfer Services”** means the service that facilitates the sending and receiving of an e-Transfer, Autodeposit e-Transfer or Request e-Transfer (using an Electronic Device) through Electronic Services to and from Participating Financial Institutions, and/or the Third Party Service Provider’s payment service;
 - (viii) **“Interac”** means Interac Corp., formerly known as Acxsys Corporation, and includes its successors and assigns. It supplies services related to e-Transfers to us and other financial institutions participating in the e-Transfer Services.
 - (ix) **“Request e-Transfer”** means a request from a requester to a sender for an e-Transfer of funds to a designated account; and
 - (x) **“Wrongful Activity”** means any use or attempted use of the e-Transfer Services by you, acting alone or in concert, that is fraudulent, unauthorized, made in bad faith or otherwise improper, whether for financial gain or otherwise;
- (b) the e-Transfer Services are only available in Canadian dollars;
 - (c) the Account will be debited as soon as you initiate a Transaction, and we may hold the Transaction amount until the recipient successfully claims the Transaction or the Transaction is cancelled. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, we are deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the Transaction or the Transaction is cancelled;
 - (d) Transactions sent and received through the e-Transfer Services are subject to number and dollar limits that may change from time to time without prior notice to you;
 - (e) we will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by us, any Third Party Service Provider, or a Participating Financial Institution;
 - (f) an e-Transfer Notice advising the recipient of the Transaction will be generated as soon as reasonably possible after you originate the Transaction;
 - (g) as the sender, you will keep the e-Transfer Answer, if applicable, confidential and will not disclose it or share it with anyone but the intended recipient;
 - (h) the recipient may be required to correctly provide the e-Transfer Answer to claim or decline the Transaction;
 - (i) we, the other Participating Financial Institution, and any Third Party Service Providers are entitled to pay the Transaction amount to anyone who, using the e-

Transfer Services, claims to be the recipient and, if applicable, successfully provides the e-Transfer Answer; has registered for Autodeposit e-Transfer and you confirm is the correct recipient; or sends you a Request e-Transfer that you complete;

- (j) we will not be liable for losses or damages incurred as a result of: (i) a person other than the intended recipient guessing or obtaining the e-Transfer Answer (ii) as a result of the improper confirmation of an Autodeposit Recipient or the improper completion of a Request e-Transfer, or (iii) as a result of any act or omission of a third-party, including a Participating Financial Institution or a Third Party Service Provider;
- (k) as the sender, you will not include the e-Transfer Answer in the Transaction details;
- (l) as the recipient, you will not disclose the e-Transfer Answer except as required to claim or decline the transfer;
- (m) the recipient may claim a Transaction using the banking services of the Credit Union or another Participating Financial Institution or through the Third Party Service Provider payment service;
- (n) if the recipient declines a Transaction that you initiated, the Transaction will be returned to you;
- (o) funds usually arrive in the recipient's account within 1 to 5 business days from the day the recipient successfully claims the Transaction. We cannot guarantee the date of deposit;
- (p) as the sender, the Transaction will be returned to you if the recipient does not claim the Transaction within 30 days of the date the transfer is initiated, if the Transaction cannot be successfully sent to the recipient's e-Transfer Contact Information as provided by you, or if the recipient declines the Transaction. If the transfer amount cannot be deposited into the account of an Autodeposit Recipient or a requester, a notice will be sent to you and the funds will be re-deposited into your Account;
- (q) You are responsible for providing the recipient's correct e-Transfer Contact Information and further agree that the recipient has consented to your use of the e-Transfer Contact Information for e-Transfer Services purposes, including your providing it to us, the other Participating Financial Institution, and any Third Party Service Provider;
- (r) if the recipient successfully claims the Transaction using a Third Party Service Provider payment service but provides incorrect account information, the Third Party Service Provider or its agent may request correct account information from the recipient or may mail an Instrument to the recipient. We will not pay interest on the Transaction amount;

- (s) we may cancel a Transaction if we have reason to believe that a mistake has occurred or if we believe that the Transaction is a product of unlawful or fraudulent activity;
- (t) you are responsible for providing a valid e-Transfer Contact Information and will immediately update it via Electronic Services if there are any changes to said e-Transfer Contact Information;
- (u) as the sender, you may cancel a Transaction up to the time the recipient successfully claims the Transaction. As the recipient, you acknowledge that a Transaction may be cancelled up to the time you successfully claim the Transaction;
- (v) when you send a Request e-Transfer, we may send a notice to the e-Transfer Contact Information that you provide for the recipient. If you are a requester, it is your responsibility to obtain from the recipient that you are sending a Request e-Transfer to, that recipient's consent to receive the Request e-Transfer;
- (w) if you receive a Request e-Transfer from a requester, you must confirm that the requester is your intended recipient before you accept the request to initiate an e-Transfer. If you accept the Request e-Transfer, then we will withdraw the amount specified from the Account that you designate, and this amount will be deposited into the requester's designated account;
- (x) you acknowledge that in order to complete a Request e-Transfer, the person that receives the Request e-Transfer from you must have an account at a Participating Financial Institution that has implemented the Request e-Transfer features as part of that Participating Financial Institution's online banking service;
- (y) to become an Autodeposit Recipient, you must complete any registration steps required by us. After registration, an e-Transfer that is sent to you will be deposited to your Account without further action by you;
- (z) if you are the sender of an e-Transfer to an Autodeposit Recipient, you will be prompted to confirm that the recipient is your intended recipient;
- (aa) any personal information that we collect from you relating to the e-Transfer Services (including any email addresses and mobile telephone numbers that you provide to us if you are a sender, recipient or requester) will be treated in accordance with our privacy policies. You agree that we may collect and use this personal information to make the e-Transfer Services available to you (including to process e-Transfers and Request e-Transfers). You also agree that we may share this personal information with other Participating Financial Institutions, with Third Party Service Providers, and with Third Party Service Provider's suppliers and agents, for purposes of operating the e-Transfer Services;
- (bb) all disputes will be handled directly between the sender and the recipient;
- (cc) we may refuse to provide e-Transfer Services for you;

- (dd) we will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction or for Transactions claimed by someone other than the intended recipient;
- (ee) if you are the sender of an e-Transfer, we will reimburse you if the funds do not reach the intended recipient (an “**Intercepted Transaction**”), provided you did not participate in the Wrongful Activity and provided the following conditions are satisfied for e-Transfers, Autodeposit e-Transfers and Request e-Transfers, as applicable:
 - (i) for e-Transfers requiring an e-Transfer Answer: (a) you did not include the answer to the question in the memo or optional message field, and (b) the intended recipient did not make the question and answer widely available;
 - (ii) for Autodeposit e-Transfers the intended Autodeposit Recipient’s email account has been compromised and the intended Autodeposit Recipient’s legal name or trade name is the same as or similar to the legal name or trade name used by the fraudster;
 - (iii) for Request e-Transfers, the intended requester’s legal name or trade name is the same as or similar to the legal name or trade name used by the fraudster and the fraudster has requested funds from a legitimate sender responding to the request by mimicking or imitating the requester’s email;
 - (iv) you have complied with this Agreement; and
 - (v) you cooperate with any investigation conducted by us; and
- (ff) we are entitled to investigate a claim for reimbursement involving an Intercepted Transaction to determine if the foregoing conditions are met. If an investigation is undertaken, we will advise you of the nature and likely duration of the investigation. The results of the investigation may be made available to other financial institutions involved in the claim.

27. REMOTE DEPOSITS – “Remote Deposit Service” means the remote deposit capture service provided by us and/or any Third Party Service Provider, and accessed through Electronic Services, that allows you, using an authorized Electronic Device to create, transmit, and receive to the benefit of us an Official Image for deposit to the Account. If we, through Electronic Services, make the Remote Deposit Service available and you use the Remote Deposit Service, you acknowledge and agree that:

- (a) solely for the Remote Deposit Service, we appoint you as our agent, to act on behalf of us in the creation and transmission of an Official Image to us, and any other related duties that may be required by us, all in accordance with the Rules and applicable legislation governing Instruments. In this context, transmission to and receipt by us of the Official Image will have the same effect as if the Instrument was delivered to a branch of the Credit Union for negotiation and clearing. You acknowledge and agree that this role as agent cannot be further delegated by you.

Further, you acknowledge and agree that you shall be personally responsible and liable for:

- (i) compliance with this Agreement,
 - (ii) maintaining adequate security over any Electronic Device used, the location of use of the Electronic Device, and any passwords so as to prevent use by others or interception of data transmitted,
 - (iii) ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill,
 - (iv) maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images, and
 - (v) verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to us in the manner set out in the section titled "Notices" in this Agreement of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service;
- (b) we may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of the Credit Union, subject to the Account Agreement and any our policies governing Instruments;
- (c) the creation of an Official Image will be done using a method authorized by us, in our sole discretion, from time to time. Further, you agree to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of your Account;
- (d) nothing in this Agreement obliges us to accept for deposit any item, whether it is or claims to be an Official Image. You shall not claim to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by you from anyone other than the drawer of that item, or that is in any way altered. If you have any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then you shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to us, and fully disclose all material facts known by you relating to that item and fully cooperate with any inquiry or investigation of the concerns;
- (e) under the Remote Deposit Service, Eligible Bills are restricted to those Instruments that are paper cheques (including a bank draft or a Receiver General warrant) in Canadian dollars, drawn on a financial institution branch domiciled in Canada, as

and if applicable, in the sole discretion of the Credit Union, from time to time. You shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account.

- (f) Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to you;
- (g) any Transaction made on any day or at any time during which the Credit Union is not open for business, may be credited to the Account on the next business day that the Credit Union is open for business;
- (h) once an Official Image of an Eligible Bill has been transmitted to us through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless you are requested to do so by us in writing. Further, you agree to make no further use of the original of an imaged Eligible Bill and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, you agree to indemnify and hold the Credit Union and its Third Party Service Providers and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the “**Indemnified Parties**”) harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to your use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. You agree to assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, you will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;
- (i) on transmission of an Official Image of an Eligible Bill to us, you are responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill (for example: this can be done by writing “void” or “paid” or placing a diagonal stroke across the face of the item with a pencil, pen, or brightly colored highlighter). For a period of 120 days after transmission of the

Official Image to us, or such shorter period as stipulated by us in writing, you shall retain and produce to us on written request the original of all imaged Eligible Bills. If you receive a written request to retain or produce, you will comply with the written request, and shall, if requested, produce, by delivering to us, the original of all specified Eligible Bills within 5 business days of such request. If you fail to comply with the written request made pursuant to this provision, then we can place a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after an Official Image has been transmitted to us through the Remote Deposit Service or such shorter period as stipulated by us in writing, and provided that you have verified a credit to the Account that reconciles to the Official Image transmitted, you agree to immediately proceed with destruction of the original of the Eligible Bill in accordance with the Rules and applicable law governing Instruments. Destruction methods include shredding, pulping, burning, or any other means that ensures that the original Instrument cannot be reused;

- (j) you are responsible for any and all costs associated with obtaining a replacement Instrument in the event that we request that you re-transmit an Official Image in accordance with (h) above, and the original Instrument was destroyed in accordance with (i) above or otherwise lost;
- (k) in our sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to you at the Notice Contact Information after you use the Remote Deposit Service to transmit an Official Image, including to advise you of the receipt by us of an Official Image. To receive such electronic notices, you agree to provide the Notice Contact Information required by us;
- (l) an electronic notice, if any, sent in connection with the Remote Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by us or that the Account will be credited; and
- (m) we will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or the Credit Union requiring you to obtain another Instrument.

28. ONLINE PAYMENT – If we, through Electronic Services, make the Online Payment Service available and you use the Online Payment Service, you acknowledge and agree that:

- (a) the following terms will have the following meanings in this section (and elsewhere in this Agreement):
 - (i) **“Online Payment Service”** means the online payment service provided by a Third Party Service Provider that facilitates the sending and receiving of money through Electronic Services and the Third Party Service Provider to

Participating Financial Institutions for the purchase of goods and services from Participating Merchants; and

- (ii) **“Participating Merchant”** means a merchant that offers the Online Payment Service as an online payment option on the merchant’s website.
- (b) the Online Payment Service is only available in Canadian dollars from Participating Merchants;
- (c) Transactions for the Online Payment Service must be initiated by you through the appropriate online payment option available on the website of a Participating Merchant;
- (d) as soon as you authorize a Transaction through the Online Payment Service, and provided that there are available funds or credit, the amount of the Transaction will be withdrawn from the Account, or a hold will be placed in the amount of the Transaction. We will hold the Transaction amount until the Participating Merchant successfully claims the Transaction or 30 minutes have elapsed, whichever comes first. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, we are deemed to have a security interest in the Transaction amount from the time the Account is held until the Participating Merchant successfully claims the Transaction or the hold is removed;
- (e) Transactions sent and received through the Online Payment Service are subject to number and dollar limits that may change from time to time without prior notice to you;
- (f) we will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by us, any Third Party Service Providers, a Participating Merchant, or a Participating Financial Institution;
- (g) we, the Participating Financial Institution, and any Third Party Service Providers are entitled to pay the Transaction amount to anyone who claims to be the Participating Merchant and provides the payment authorization details within 30 minutes of the Transaction being authorized by you;
- (h) we will not be liable for losses or damages incurred as a result of a person other than the intended Participating Merchant receiving the Transaction amount;
- (i) if the Participating Merchant cancels, declines, or fails to claim a Transaction that you authorized, the Transaction amount will be reinstated after 30 minutes have elapsed since the Transaction was authorized. However, we cannot guarantee the date or time that the hold on the Transaction amount will be removed;
- (j) we or any Third Party Service Provider 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;

- (k) once payment authorization details have been sent to the Participating Merchant, a Transaction cannot be cancelled. Payment authorization details are sent immediately after a Transaction is authorized by you;
- (l) all disputes, including requests for refunds, will be handled directly between you and the Participating Merchant without the participation of us or any other party. A refund, if any, may be received through Electronic Services and any Third Party Service Provider for credit to the Account, or through such other method the Participating Merchant deems appropriate;
- (m) we may refuse, in our sole discretion, to provide the Online Payment Service for you;
- (n) in our sole discretion, electronic Notifications for purposes related to the Online Payment Service may be generated and sent to you at the Notice Contact Information after you authorize a Transaction, including to advise you that the Account has been debited. To receive an electronic Notification, you agree to provide the Notice Contact Information required by us;
- (o) an electronic Notification, if any, sent in connection with the Online Payment Service is for information purposes only and is no guarantee that the Participating Merchant will successfully claim the Transaction or that you have successfully purchased the product or service from the Participating Merchant; and
- (p) we will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of using the Online Payment Services, including, but not limited to, a delay in processing a Transaction or a Participating Merchant failing to claim a Transaction.

29. VIEWING CHEQUE IMAGING – We may, in connection with Electronic Services, permit you to view and print images of Instruments (including certain void Instruments) drawn on the Account and such images may be made available before we have determined whether the Instrument will be honoured or accepted. You acknowledge and agree that such images are made available by us as a service to you and the provision of such images does not mean that the Transaction has been processed, nor does it in any way oblige us to honour or accept the Instrument.

30. STOP CHEQUE – We may, in connection with Electronic Services, permit you to make a request to stop a cheque payment that has not yet been completed (the “**Stop Cheque Service**”). If we or any Third Party Service Provider, through Electronic Services, make the Stop Cheque Service available and you use the Stop Cheque Service, you acknowledge and agree that:

- (a) a stop payment is an instruction by you to us to refuse payment if that cheque is presented to us for payment. A release of stop payment negates a stop payment;
- (b) you acknowledge that we cannot stop payment of a cheque which has cleared the Account or has been negotiated at a Credit Union branch and a cheque can only be

stopped if all information required by the on-screen prompts is provided including the number of the Account on which the cheque is drawn, and the serial number, date and amount of that cheque;

- (c) we may accept your instruction to stop payment on a cheque without determining whether the cheque has been honoured on presentment;
- (d) you agree that we are not liable for any cost, expense, loss, damage or inconvenience of any nature or kind whatsoever arising from us complying or failing to comply with a stop payment or a release of a stop payment; and
- (e) the stop payment instructions will not be processed if there are not sufficient funds in the Account for the Stop Payment Services charge.

31. VIEWING DOCUMENTS – We may, in connection with Electronic Services, permit you to view and print images of documents. You acknowledge and agree that such images are made available by us as a service to you and the provision of such images does not in any way oblige us to permit you to view and print images of documents.

32. DIGITAL WALLET – A digital wallet is a mobile device application that allows you to make a payment with your Debit Card by waving your mobile device near a payment terminal, without needing to insert the Debit Card in the payment terminal, and without necessarily having to enter a Password or any other Proof of Identity. You may only use digital wallets that have been approved by us, and we may, in our discretion, withdraw that approval. Digital wallets may be used at participating merchants, for payments up to a maximum amount determined by us, the merchant, or the digital wallet provider.

Your use of a digital wallet is governed by your agreement with the digital wallet service provider. The digital wallet service provider is responsible for the performance of the digital wallet. We are not responsible for any problems experienced with the digital wallet.

The collection, use and disclosure of your personal information is governed by our privacy policies. In addition, you agree that we may collect, use and disclose personal information about you, including information related to your Account(s) and use of a digital wallet, in order to verify your identity and to facilitate your use of a digital wallet. You understand that use and disclosure of your personal information by Third Parties may be governed by additional privacy policies in force between you and Third Parties, such as a digital wallet service provider. You are solely responsible for identifying, understanding and complying with all additional privacy policies.

To help protect you and us from error and criminal activities, we and a digital wallet service provider may share information reasonably required for such purposes as fraud detection and prevention (for example, informing a digital wallet service provider if you notify us of a lost or stolen device). You understand and agree that we may aggregate and anonymize information relating to your spending and Transactions for analysis purposes and may share that anonymized information with digital wallet service providers.

You agree to receive communications from us, including emails to the email address or text message to the mobile number you have provided in connection with your Account. These communications will relate to your use of your Debit Card in a digital wallet. You agree to update your contact information when it changes by contacting us. You may also contact us if you wish to withdraw your consent to receive these communications but doing so may result in your inability to continue to use your card(s) in a digital wallet.

To add a Debit Card to a digital wallet, you must follow the instructions provided by the digital wallet service provider and any additional instructions provided by us. In some circumstances, we may not allow a Debit Card to be added to a digital wallet. We may terminate or suspend use of a Debit Card with a digital wallet for any reason at any time, with or without notice to you.

We do not currently charge any additional service fees when a Debit Card is used through a digital wallet. However, we will charge the service fees generally applicable to the use of the Debit Card. You are responsible for any service fees imposed by the digital wallet service provider, your phone company, or any other person.

You must maintain the security of your Electronic Device by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches, and anti-virus and anti-spyware programs. You must only use the latest version of the digital wallet.

You must protect and keep confidential your Proof of Identity and all other credentials you use to log into your Electronic Device, to use the digital wallet, and to make payments with your Debit Card using the digital wallet. If you share these credentials with another person, then any payments made by that person will be deemed to have been authorized by you. You must ensure that only your Proof of Identity credentials are recorded on your Electronic Device. If the Proof of Identity credentials of another person can be used to unlock the Electronic Device, then any payments made by that person will be deemed to have been authorized by you.

You must not use a digital wallet on an Electronic Device that you know or suspect has its security or integrity compromised (e.g., where the Electronic Device has been “rooted”, “jailbroken”, or had its security mechanisms bypassed). If you do, then any payments made using that Electronic Device will be deemed to have been authorized by you.

You must delete your Debit Card from your digital wallet if:

- you upgrade, change, sell, give away, or otherwise dispose of your Electronic Device;
- you temporarily give possession of your Electronic Device to any other person (including for repairs);
- you terminate your digital wallet service; or
- we ask you to do so.

33. **DEBIT CARD MANAGEMENT** – “**Debit Card Management Service**” means the service that enables you to: (1) ‘lock’ your Debit Card and ‘block’ certain transactions from your Debit Card, and (2) set certain spending limits on your Debit Card, until you adjust or remove those limitations. If we, through Electronic Services, make the Debit Card Management Service available and you use the Debit Card Management Service, you acknowledge and agree that:
- (a) The Third Party Service Provider’s ability to perform, and our ability to provide, the Debit Card Management Service is conditional upon the Third Party Service Provider having received a valid request from you through the Electronic Services which conforms to any specifications set by the Third Party Service Provider.
 - (b) Nether we, nor the Third Party Service Provider, is responsible should you fail to deliver a valid request to the Third Party Service Provider for any reason, including, without limitation, any malfunctions of the Electronic Services, any failure by you to use the Electronic Services or other services properly, any problems with your mobile device, or any Internet or mobile service disruptions.
 - (c) To use the Debit Card Management Service, you must have access to the Electronic Services on your Electronic Device, and you must use the Debit Card Management Service through the Electronic Services.
 - (d) Only Debit Cards issued by us and processed by the Third Party Service Provider are eligible for the Debit Card Management Service.
34. **SECURITY ALERTS** – If we, through Electronic Services, make the Alerts Services available and you use the Alerts Services, you acknowledge and agree that:
- (a) The following terms will have the following meanings in this section (and elsewhere in this Agreement):
 - (i) “**Alerts**” means notifications about certain events or situations that we make available through the Alerts Services from time to time. Alerts may be sent by email, SMS text message and/or in certain instances, by push notification to an Electronic Device.
 - (ii) “**Alerts Section**” means the location in Electronic Services where you can select, manage and view your Alerts.
 - (iii) “**Alerts Services**” means the Alert notification service that we may offer through the Electronic Services.
 - (b) we may make all or part of the Alerts Services available to you from time to time but we are not under an obligation do so;
 - (c) the availability of the Alerts Services may also depend on whether the Alerts Services is supported by your mobile carrier;

- (d) the Alerts Section will allow you to select each type of Alert that you wish to receive and whether you receive it via email, SMS text message or push notification via mobile app, so long as you agree to abide by additional requirements set by us regarding the Alerts Services from time to time;
- (e) you acknowledge that we can, at any time and without notice to you:
 - (i) add or remove an Alert from the Alerts Services for any reason;
 - (ii) impose limits on the number of email addresses or Electronic Devices that you will be allowed to receive Alerts to; and/or
 - (iii) limit how a particular type of Alert is made available to you (i.e. only by email or SMS text message, etc.);
- (f) Alerts are not encrypted and will be sent by a non-secure method such as email, text message or push notification;
- (g) Alerts may be lost, reviewed, intercepted or changed by others before they are received by you (including by others that may have access to your Electronic Device or email account); and
- (h) we do not charge for Alerts, but standard message and data rates may be charged by your mobile carrier. Your relationship with your mobile carrier is independent and separate from your relationship with us and is outside of our control. Any dispute that relates to the rates charged by your mobile carrier to view or access Alerts on your Electronic Device is strictly between you and your mobile carrier, and you agree to raise no defence or claim against us.

35. BUSINESS BANKING – The additional terms contained in this section will apply to your access and use of Business Electronic Services. If there is a conflict between the terms in this section and the general terms and conditions in this Agreement, the terms of this section will apply to the extent necessary to resolve the conflict. Each provision of this Agreement will apply to you, to the Business and to each Business User (in accordance with their designated access rights set out below) unless the language of the provision refers only to the Business and/or the Signing Officer.

The following terms will have the following meanings in this section (and elsewhere in this Agreement):

- (a) “**Business**” means the sole proprietorship, corporation, general partnership, limited partnership, limited liability partnership, unincorporated association or other business organization that we have approved to use the Electronic Services.
- (b) “**Business Electronic Services**” means the Electronic Services that we make available for use by or on behalf of Businesses and Business Users.
- (c) “**Business User**” means a Signing Officer or Delegate.

- (d) “**Delegate**” means any person authorized by a Signing Officer on behalf of the Business to undertake limited actions with respect to Account functions.
- (e) “**Signing Officer**” means any person authorized by the Business to provide any instructions or authorize any Transactions on the Account, and for whom notice of such authorization has been given to the Credit Union.

Different Levels of Access – We may provide different levels of access to the Business Electronic Services for different categories of Business Users. A Business User’s ability to access the Account and use Business Electronic Services will be limited by the level of access that we provide to him or her. It is the responsibility of the Business to ensure that the level of access we provide to a particular Business User is appropriate for that person.

By designating a person as a Signing Officer, the Business is authorizing that person to view information about the Business and to carry out online Transactions on behalf of the Business. In addition, Signing Officers are authorized to appoint Delegates on behalf of the Business.

If the Business requires more than one Signing Officer to authorize a Transaction then we may allow one Signing Officer to initiate a Transaction; however, the other Signing Officer(s) will generally be required by us to approve the Transaction. Nonetheless, we may (in our sole discretion) choose to receive or rely on instructions from any single Signing Officer on behalf of the Business even if two or more signatures are otherwise required to operate the Account (e.g., to sign cheques, etc.).

By designating a person as a Delegate, the Business is authorizing that person to access and view information about the Business and the Account. Delegates do not have the right to carry out online Transactions on behalf of the Business. Any Transactions which are started by a Delegate must be authorized by a Signing Officer (or Signing Officers, if dual authorization is required) before being completed. Notwithstanding the foregoing, some Delegates may be permitted or authorized by the Business to carry out certain Transactions subject to any additional requirements set by us from time to time.

We are not responsible for determining the adequacy of the authority of any Business User and we are entitled to rely on any instruction provided to us by a Business User which is within the scope of their designated authority as set out above. It is the Business’s responsibility to verify the identity of each Signing Officer or Delegate at the time of his or her appointment and to provide that information to us when requested.

You further agree to diligently supervise and monitor the conduct and work of all agents having any role in the preparation of your Instruments, your reconciliation of the statement of account for the Account, or other banking functions.

Collection, Use and Disclosure of Personal Information – The Business will ensure that each Business User consents to the collection, use and disclosure of his or her personal information as required in order for us: (i) to verify his or her identity; (ii) to provide financial services and products to the Business, including to carry out actions and

Transactions as the Business User may instruct; and (iii) to comply with legal and regulatory requirements.

Passwords – The Business will ensure that each Business User follows any additional duties in this Agreement, including the duty to carefully choose a Password, the duty to keep Passwords secret, and the duty to change Passwords and notify us if the Business User suspects that someone else knows a Password. In addition, the Business will ensure that each Electronic Device that a Business User uses to access Business Electronic Services on behalf of the Business has an up-to-date anti-virus program, anti-spyware program and a firewall, where such security measures are available for the Electronic Device.

Unauthorized Use/Entry Errors – The Business accepts responsibility for all liability that may arise as a result of: (i) a Business User authorizing a Transaction on behalf of the Business, whether with or without the Business’ specific authorization in any particular instance; or (ii) a Business User making entry errors. The Business also accepts responsibility for all liability that may arise from any unauthorized use, including a Business User misusing his or her authority in any way, either purportedly on the Business’ behalf or for personal or other purposes.

Indemnity by Business – The Business agrees to indemnify and save us harmless from and against all liability that may arise (other than due to our own gross negligence or misconduct), including legal fees and disbursements reasonably incurred by us, arising from a breach by the Business or a Business User of any part of this Agreement, or from our acting or declining to act upon any instruction or information given to us in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss that the Business may provide to us and will survive any termination of this Agreement.

- 36. DIGITAL MONEY MANAGEMENT TOOLS** – For the purpose of this section (and elsewhere in the Agreement), “DMM Services” means certain digital money management tools and services offered by our service provider MX Technologies Inc. (“MX”) through electronic services. DMM Services include but are not limited to aggregating third party accounts, creating budgets, tracking spending, and viewing insights. If we, through Electronic Services, make DMM Services available to you and you use the DMM Services, you acknowledge and agree that the additional terms contained in this section will apply to your access and use of DMM Services and that we are providing the DMM Services to you independently and not on behalf of any third party. If there is a conflict between the terms in section and the general terms and conditions in this Agreement, the terms of this section will apply to the extent necessary to resolve the conflict with respect to the DMM Services.

Your Information – MX has agreed to protect your information, including your login, password, any other authentication information required and any transaction data (collectively, “User Data”) with the utmost of care and confidentiality, and to implement appropriate safeguards designed to help ensure the security and confidentiality of User Data. MX will use User Data to provide the DMM Services to you. MX may also use User Data for software optimization, improvement of the DMM Services, database integrity, benchmarking against internal MX data or processes, and financial audits. MX has agreed

not to use User Data for any other purposes. In addition, we may use User Data to provide the DMM services to you, to provide personal financial management services to you, to improve and develop our products and services, to conduct research and generate statistics related to our business, products, services and membership, and for other uses described in this Agreement and in our privacy policies. You understand and agree that User Data does not represent an official record of your account with any financial institution. You may have certain rights with respect to User Data, including without limitation, the right to terminate access and require deletion. However, if you exercise such rights, we may not be able to provide you the DMM Services. Please see our privacy policies for further information regarding these and other rights you may have with respect to User Data. In the event we stop making the DMM Services available to you, User Data in our possession or control will be safeguarded, deleted, and purged in accordance with our privacy and record retention policies and procedures then in effect.

Provide Accurate Information – You represent and agree that all information you provide to us in connection with the DMM Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the DMM Services, and that you have the authority to (i) designate us and MX as your agent, (ii) use the DMM Services, and (iii) give us and MX the passwords, usernames, and all other information you provide.

Content You Provide – Your use of the DMM Services is your authorization for us or MX, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to us and MX any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the DMM Services. You authorize us or MX to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the DMM Services or that we or MX retrieve on your behalf for purposes of providing the DMM Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or MX may store, use, change, or display such information or create new content using such information. YOU UNDERSTAND AND AGREE THAT THE DMM SERVICES WILL BE PROVIDED FROM THE UNITED STATES, AND THE DATA YOU PROVIDE THROUGH THE DMM SERVICES, INCLUDING YOUR PERSONALLY IDENTIFIABLE INFORMATION, WILL BE TRANSFERRED AND PROCESSED FROM WITHIN THE UNITED STATES.

Authority to Access Information – Unless and until this Agreement is terminated, you grant us and MX the right to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations granted by you or through your Account. For all purposes hereof, you hereby grant us and MX the right to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required 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. Upon notice to us, you may (i) revoke our right to access information at third party sites on your behalf, or (ii) subject to our, and MX's, right to use

aggregated data (as described below), request deletion of information collected from third party sites. You understand and agree that the DMM Services are not sponsored or endorsed by any third party site. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR MX ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE, OR MX, ARE ACTING AT YOUR REQUEST AND WITH YOUR PERMISSION AND AUTHORIZATION, AND NOT ON BEHALF OF THE THIRD PARTY SITES.

Third Party Accounts – With respect to any third party sites we may enable you to access through the DMM Services or with respect to any non-Credit Union accounts you include in the DMM Services, you agree to the following:

- (a) You are responsible for all fees charged by the third party in connection with any non-Credit Union accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Credit Union account, you agree to direct these to the account provider.
- (b) Any links to third party sites that we may provide are for your convenience only, and we and MX do not sponsor or endorse those sites. Any third party services, which you may be able to access through the DMM Services, are services of the listed institutions. We nor MX have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor MX are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

Limitation of Services - When using the DMM Services, you may incur technical or other difficulties. We nor MX are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the DMM Services is for informational purposes only, does not represent an official record of your account, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and MX reserve the right to change, suspend or discontinue any or all of the DMM Services at any time without prior notice. If DMM Services are discontinued, your information shall be retained in accordance with this Agreement and our privacy policies.

Aggregated Data – Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the DMM Services, may be used by us and MX to conduct certain analytical research, performance tracking and benchmarking. MX may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

Ownership – You agree that we and MX, as applicable, retain all ownership and proprietary rights in the DMM Services, associated content, technology, mobile applications and websites.

User Conduct – You agree not to use the DMM Services or the content or information delivered through the DMM Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the DMM Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for us or MX or cause us to lose the services of MX; (d) access the information and content programmatically by macro or other automated means; or (e) use the DMM Services in such a manner as to gain unauthorized entry or access to computer systems.

Indemnification – You agree to defend, indemnify and hold harmless the Credit Union, MX and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys’ fees and costs, arising out of or in any way connected with your access to or use of the DMM Services, your violation of these terms or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

Disclaimer – The DMM Services are not intended to provide legal, tax or financial advice. The DMM Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither we nor our MX are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. We and MX specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on the DMM Services. Further, we and MX are not responsible for any credit, insurance, employment or investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the DMM Services or any materials or information accessible through them. Past performance does not guarantee future results. We and MX do not warrant that the DMM Services comply with the requirements of the Financial Industry Regulatory Authority (FINRA) or those of any other organization anywhere in the world.

DISCLAIMER OF WARRANTIES - YOU AGREE YOUR USE OF THE DMM SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE, AND MX, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE DMM SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND MX, MAKE NO WARRANTY THAT THE DMM SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS

THAT MAY BE OBTAINED FROM THE DMM SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE DMM SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE DMM SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DMM SERVICES 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 SUCH MATERIAL. WE, ON BEHALF OF OURSELVES AND MX, EXPRESSLY DISCLAIMS ANY TYPE OF REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY OR RESPONSE TIME OF THE SERVICE OR CONTENT OR INFORMATION OBTAINED THROUGH THE DMM SERVICES OR THAT SUCH ACCESS WILL BE UNINTERRUPTED OR ERROR-FREE AND, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, EXPRESSLY DISCLAIMS THE ACCURACY, COMPLETENESS AND CURRENCY OF ALL INFORMATION COLLECTED ON YOUR BEHALF. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE CREDIT UNION OR MX THROUGH OR FROM THE DMM SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

LIMITATION OF LIABILITY - YOU AGREE THAT THE CREDIT UNION AND MX WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE DMM SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR MX'S ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (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 DMM SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE DMM SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE DMM SERVICES.

Waiver of Jury Trial and Class Action - You agree that, with respect to any dispute with us or MX, arising out of or relating to your use of the DMM Services or this Agreement: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

37. OTHER AGREEMENTS – In addition to this Agreement, the terms and conditions of the Account Agreement between you and us will apply to Electronic Services and to Transactions made under this Agreement, except as expressly provided otherwise in this Agreement. If there is a conflict between the terms and conditions of the Account Agreement or any other agreements between you and us and the terms and conditions of this Agreement, then the terms and conditions of this Agreement will apply in respect of Electronic Services. There are no representations or warranties made by us to you concerning Electronic Services except for the representations, warranties, and obligations of the Credit Union as expressly set out in this Agreement. Any advice, information, or statements provided by us or any Third Party Service Providers, agents, or their representatives, whether oral or written, will not create any representation, warranty, or condition or vary or amend this Agreement, including the above liability exclusions, liability limitations, release and indemnity provisions, and you may not rely upon any such advice or information.

38. SOFTWARE LICENSE – If you download software that we make available to you in connection with your use of any of the Electronic Services, we grant to you a non-exclusive and non-transferable single-user (non-concurrent) license for such software for your use only. The license authorizes you to use the software in object code format to use on your Electronic Device and/or access any services, features, content and/or information made available by us. This license may not be assigned by you unless agreed upon in writing by us. We have no obligation to provide any training, maintenance or other support for the software.

We retain at all times all ownership rights, including without limitation, copyright, in the software. You agree not to copy, reproduce, transfer, disclose, distribute or reverse engineer any of the software.

By installing any software on an Electronic Device, you consent to the installation of the software and any future updates or upgrades; provided that you may withdraw such consent by deleting the software at any time from your Electronic Device.

YOU ACCEPT ANY SOFTWARE “AS IS” AND ASSUME THE ENTIRE RISK FOR THE PERFORMANCE OF THE SOFTWARE. WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE UNDER THIS AGREEMENT OR OTHERWISE.

39. SERVICES ARE “AS IS” AND “AS AVAILABLE” – All services contemplated in this Agreement are provided on an “as is” and “as available” basis. Except as otherwise expressly provided in this Agreement or where prohibited by law, we disclaim all representations, warranties and conditions, express, implied or collateral, including implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, infringement and those arising by statute or otherwise in law or from the course of dealing or usage of trade. We do not represent or warrant that the services will meet your requirements, or that the operation of the services will be uninterrupted, secure or error free.

40. **LIMITED LIABILITY** – You agree that we will be liable to you only for your direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from the performance of our obligations under this Agreement or the services provided to you. We will not be liable to you for any other direct damages.

We will not under any circumstances be liable to you for any other damages or losses suffered by you or any other person, including indirect, incidental, special, general, consequential, aggravated or punitive damages, loss of profits, loss of revenue, loss of business opportunities, inconvenience, claims of other persons, or any other foreseeable or unforeseeable losses resulting directly or indirectly out of this Agreement or the services provided to you, even if we were advised of the possibility of such damages or losses, or the damages or losses resulted from our gross negligence, fraud or willful misconduct.

We will not under any circumstances be liable for direct damages or any other damages or losses suffered by you or any other person, where you could with reasonable diligence have obtained coverage for the damages or losses with a commercially available policy of insurance.

The limitations in this article apply to any act or omission by us or by any of our team members, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law.

41. **NOTICES** – Any notice required or permitted to be given to us in connection with this Agreement must be provided to us (a) at the address or fax number for us set forth in the Account Agreement, or if permitted by the Account Agreement, addressed and delivered to us by authenticated electronic communication in the manner set forth in the Account Agreement; or (b) by phone or in person at one of our branches; provided that (i) we will not be considered to have received any such notice that is not in writing until we give you written acknowledgement of our receipt of such notice; and (ii) if the Account Agreement requires a notice to us to be in writing, you must deliver such notice to us in writing in accordance with clause (a). Any notice required or permitted to be given to you in connection with this Agreement may be given to you by delivering a written notice by mail to the last known Notice Contact Information, or, except as to confidential financial information specific to you, by posting notice at our branches or on our website, by posting on our social media platforms or by any other means we, acting reasonably, consider appropriate to bring the notice to your attention.
42. **TERMINATION** – This Agreement may be terminated by either us or you on prior written notice of not less than 1 business day. Any notice of termination shall not release you from any obligations incurred under this Agreement.
43. **ELECTRONIC EXECUTION** – This Agreement may be executed electronically. Use of Electronic 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.

44. **APPLICABLE LAW** – This Agreement is governed by the laws of the province of incorporation of the Credit Union 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.
45. **ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of us and you and your heirs, executors, personal representative, successors, and assigns. Notwithstanding the foregoing, you may not assign this Agreement or transfer any of your rights under this Agreement to any party, and any purported attempt to do so will be null and void.
46. **PROCEEDS OF CRIME LEGISLATION** – You acknowledge that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* apply to the operation of the Account and that we will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. You agree to abide by and comply with all such laws and procedures.
47. **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.
48. **NO WAIVER** – No waiver by us of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. We may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by us.
49. **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.
