

# Personal Member Application and Personal Account Contract Terms and Conditions

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These terms and conditions govern the Depositor's use of the Account (defined below). The Financial Institution does not offer the Account other than in accordance with these terms and conditions. By requesting and using the Account, the Depositor acknowledges their acceptance of these terms and conditions.

In consideration of the Financial Institution agreeing to offer and operate the Account, the Depositor agrees as follows.

## 1. DEFINITIONS

**1.1 INTERPRETATION** – Any defined term used in the Account Contract, defined in the singular, is deemed to include the plural and vice versa.

**"Access Terminal"** means any device used to access any of the Depositor's Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

**"Account"** means any of the Depositor's accounts or subaccounts (if applicable), including term deposit accounts, that the Depositor may have now or in the future, at the Financial Institution.

**"ATM"** means an automated teller machine.

**"Central 1"** means Central 1 Credit Union.

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

**"Debit Card"** means a card issued by the Financial Institution that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants, including virtual debit cards which have been registered for use with a Mobile Payment Service in accordance with section 3.8(a) herein.

**"Depositor"** means the customer(s) or member(s) of the Financial Institution who hold the Account with the Financial Institution.

**"Early Redemption"** means the withdrawal of a deposit before a maturity date or any Renewal of the term.

**"Financial Institution"** means the financial institution, named in the Personal Member Application, where the Depositor holds the Account.

**"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.

**"Member Contract"** means all documents, including this Personal Member Application and Personal Account Contract (Application, Consents and Terms and Conditions), any other consent or other form submitted by the Depositor in connection with this Personal Contract and any other agreements between the Depositor and the Financial Institution that govern the provision of services related to the Account or the operation of the Account.

**"Mobile Payment Service"** means the ability to perform Point-of-Sale Transactions using a mobile device.

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

**"Notification"** means a written notification generated by or on behalf of the Financial Institution that provides, to the Depositor, notice of a pending or completed Transaction or a summary of the balance of the Account, including notifications issued by email or SMS text messages to any of the Depositors' Notice Contact Information.

**"Notification Date"** means 30 days from an Account statement date (see section 6.3).

**"Overdraft Rate"** means the per annum rate of interest, regardless of compounding frequency, designated by the Financial Institution as its "Overdraft Rate" from time to time.

“**PAD**” means a Pre-authorized Debit.

“**Password**” means a personal identification number, a personal access code or personal identification word used to access the Account by any means including to conduct a Transaction.

“**Point-of-Sale Transaction**” means the use of the Debit Card as may be permitted from time to time by the Financial Institution for:

- a) the transfer of funds from the Account to purchase or lease goods or services from a merchant (the “Merchant”),
- b) the transfer of funds from the Account to obtain a voucher, chit, scrip, token, or other thing that may be exchanged for goods, services, or money, or
- c) the transfer of funds into the Account from an account of a Merchant (e.g., a refund).

“**Pre-authorized Debit**” means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with a pre-authorized debit agreement entered into by the Depositor.

“**Primary Depositor**” means, for joint Accounts, the first Depositor named on the Personal Account Contract. When the Primary Depositor dies, once the Financial Institution is notified of the death and provided with document, the next Depositor named on the Personal Account Contract will become the Primary Depositor.

“**Prime Lending Rate**” is the per annum rate of interest, regardless of interest compounding frequency, designated by the Financial Institution as the “Prime Lending Rate” from time to time.

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

“**Renew**”/“**Renewal**” means to re-deposit the amount of a deposit for a successive additional term of the same duration, unless otherwise advised by the Depositor, at an interest rate and Early Redemption rate, if applicable, in effect for similar deposits with the Financial Institution of like term at the date of renewal, which shall be disclosed to the Depositor by the Financial Institution, at least 30 days before a maturity date.

“**Survivor(s)**” means, for joint Accounts, upon the death of any Depositor, the surviving Depositor(s).

“**Third Party**” means any person, firm, corporation, association, organization, or entity other than the Depositor(s), the Financial Institution or Central 1.

“**Transaction**” means any debit or credit transaction processed to or from the Account by any means, including without limitation Point-of-Sale Transactions and transactions originated through an ATM, online, mobile or telephone banking or any other method of Account access that may be made available to the Depositor from time to time.

## 2. GENERAL

### 2.1 USE OF ACCOUNT –

- a) The Depositor may use and access the Account in accordance with these terms and conditions. The Depositor shall not:
  - i) use the Account for any illegal, fraudulent, or defamatory purpose, or
  - ii) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the Account, including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Account.
- b) The Depositor irrevocably authorizes and directs the Financial Institution to debit or credit, as the case may be, the amount of any Transaction to the Account, together with any service charges or fees, authorized using a Password, in person by the Depositor, or as otherwise contemplated or permitted by these terms and conditions, in accordance with the normal practices of the Financial Institution, which may be amended from time to time without notice.

### 2.2 OTHER SERVICES –

- a) The Financial Institution and Central 1 may, from time to time, make other services available to the Depositor in connection with the Account. The Depositor may be provided with separate terms and conditions in respect of any such other services which will govern the use of such other services, and such separate terms and conditions will form part of the Account Contract.
- b) If the Depositor has requested a Debit Card and the Financial Institution has approved such request, the Financial Institution will issue a Debit Card to the Depositor. Use of the Debit Card will be subject to the applicable Debit Card terms and conditions.

- c) If the Depositor has requested online banking and the Financial Institution has approved such request, the Financial Institution will issue an online banking Password to the Depositor. The use of the online banking service and Password will be subject to the applicable online banking terms and conditions.
- d) All Account services will be offered to the Depositor in the sole discretion of the Financial Institution, and nothing in this Member Contract will oblige the Financial Institution to make any particular Account services available to the Depositor. The issue of a Debit Card or an online banking Password does not amount to a representation or a warranty that any particular type of service is available or will be available at any time in the future.

**2.3 THIRD PARTY SERVICES –** The Financial Institution and Central 1 may, from time to time, make services provided by Third Parties available in connection with the Account. The Depositor acknowledges and agrees that:

- a) the Financial Institution and Central 1 make the services of Third Parties available for the convenience of Depositors. The services are provided by the Third Party and not the Financial Institution or Central 1. The Depositor's relationship with the Third Party shall be a separate relationship, independent of the relationship between the Depositor and the Financial Institution and Central 1, and such a relationship is outside the control of the Financial Institution and Central 1;
- b) the Financial Institution and Central 1 make no representation or warranty to the Depositor with respect to any services provided by a Third Party even if those services may be accessed by the Depositor through the Financial Institution's website;
- c) the Depositor assumes all risks associated with accessing or using the services of Third Parties;
- d) the Financial Institution and Central 1 have no responsibility or liability to the Depositor in respect of services provided by a Third Party;
- e) any dispute that relates to services provided by a Third Party is strictly between the Depositor and the Third Party, and the Depositor will raise no defence or claim against the Financial Institution and/or Central 1;
- f) the Depositor shall not:
  - i) use any Third Party service made available in connection with the Account for any illegal, fraudulent, or defamatory purpose, or
  - ii) take steps, or cause, or permit anything to be done that could undermine the security or integrity of any Third Party service, including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of such Third Party service.
- g) the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations may apply to the services provided by Third Parties and that the Third Parties may, from time to time, request information from the Depositor or request Depositor information directly from the Financial Institution and Central 1, to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. Any such request must be complied with and will not require consent of a Depositor.

## **2.4 JOINT ACCOUNTS –**

- a) If this is a joint Account, each Depositor assigns and transfers to all other Depositors, jointly any and all shares and monies, including all dividends and interest which now or at any time hereafter stand to the credit of the Account, and agree that all such shares and monies will be property held jointly by all of the Depositors.
- b) If this is a joint Account, unless the Depositor has requested otherwise by written notice to the Financial Institution, each Depositor consents to the Financial Institution providing any and all Account statements, notices or disclosures required to be provided to the Depositor pursuant to this Member Contract or applicable law to the first Depositor named on the Personal Account Contract only, and the provision of a statement, notice or disclosure to such first-named Depositor will constitute provision of the statement, notice or disclosure to all Depositors. If the Depositor receiving such statements, notices or disclosures on behalf of all Depositors dies, once the Financial Institution is notified of the death to its satisfaction, and updates its records accordingly, the Financial Institution will provide all statements, notices or disclosures to the Depositor named next in order following the deceased Depositor on the Personal Contract Application.

### **2.4.1 RIGHT OF SURVIVORSHIP**

- i) All joint accounts, unless the Depositor has requested otherwise by written notice to the Financial Institution, are deemed to have "Right of Survivorship" in place, where upon the death of a Depositor, the entire beneficial interest in the Account vests in the Survivor and as such, interest in the Account will pass to the Survivor and will not be treated as an asset of the estate of the deceased Depositor. Such transfer of the Account does not release the deceased Depositor nor their estate from section 2.5, Joint and Several Liability.
- ii) If upon written notice to the Financial Institution, the Depositor requests "Right of Survivorship" not be applied to the Account, then upon the death of a Depositor the Financial Institution is entitled to assume, based on the written notice received, either:

- i) that each of the Survivor(s) and the deceased Depositor had equal interest in the Account. The Financial Institution will pay the deceased Depositor's interest in the Account to an authorized representative of the deceased Depositor's estate. Such payment does not release the deceased Depositor nor their estate from section 2.5, Joint and Several Liability; or
- ii) that the interest in the Account will be paid in the manner and percent, to either the survivor(s), the authorized representative of the deceased Depositor's estate, or both, provided that the Financial Institution has received written notice to that effect which has been signed by all parties. Any payment made does not release the deceased Depositor nor their estate from section 2.5, Joint and Several Liability.

**2.5 JOINT AND SEVERAL LIABILITY** – If this is a joint Account, the Depositors agree that they are jointly and severally liable to the Financial Institution for all obligations, debts, and liabilities under this Account Contract.

**2.6 FORMS** – The Depositor will use only such forms and Instruments as may be authorized by the Financial Institution from time to time.

**2.7 SERVICE CHARGES AND FEES** –

- a) The Depositor acknowledges receipt of a schedule of the Financial Institution's charges for the Account in effect at the time of acceptance of this Account Contract. By requesting the Account, the Depositor acknowledges their agreement to pay all applicable fees and service charges incurred in connection with the Account. The Financial Institution can deduct such fees and service charges from the Account (or other accounts of the Depositor with the Financial Institution) when a service is requested or performed, or as such fees and service charges otherwise become due.
- b) The Financial Institution may from time to time increase or decrease the fees or service charges applicable to the Account and provide notice of such changes by sending a notice to the Depositor's last known Notice Contact Information, by posting notice at the Financial Institution's premises or on the Financial Institution's website, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the change to the attention of the Depositor. New or amended service charges and fees will become effective on the later of the stated effective date following publication, when an applicable service is requested or performed, or when incurred, and in any event, no earlier than 30 days after publication by the Financial Institution.
- c) Current fees and service charges applicable to the Account may be obtained by contacting the Financial Institution or through the Financial Institution's website. The Depositor is responsible for determining the then current fees and service charges applicable to the Account in advance of conducting Transactions or requesting services in connection with the Account.

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

**2.9 TRUE INFORMATION** – The Depositor agrees to provide true, accurate, current, and complete information about the Depositor and the Account when required by the Financial Institution and/or the Account Contract. Further, the Depositor agrees to notify the Financial Institution of any changes to such information within a reasonable period of time.

**2.10 NO OBLIGATION** – Nothing in the Member Contract will oblige the Financial Institution to:

- a) honour any Instrument drawn by the Depositor on the Financial Institution including reversing any instrument,
- b) accept any monies for investment in shares or for deposit,
- c) redeem shares,
- d) transfer money, or
- e) lend money to the Depositor.

**2.11** Any dispute related to goods or services supplied in a Point-of-Sale Transaction is strictly between the Depositor and the Merchant, and the Depositor will raise no defence or claim against the Financial Institution.

**2.12 WRITTEN NOTICE** – Any notice given by the Financial Institution to the Depositor is sufficiently given and deemed received on the earlier of the actual receipt, or if mailed to the last address on the records of the Financial Institution of the Depositor whose name first appears in the Depositor Information section on an Account Application, five days after the date of mailing, if sent by email attachment to the Depositor's email address for delivery, two days after sending, and if the written notice is of a general nature applicable to the Depositor and other persons holding accounts with the Financial Institution, 30 days after posting such written notice in the branch of the Financial Institution or publishing such written notice on the Financial Institution's website. Any notice given by the Depositor to the Financial Institution is sufficiently given and deemed received on actual receipt of a written notice to the branch of the

Financial Institution at which the Account was opened.

**2.13 ASSIGNMENT OR TRANSFER** – Unless the Financial Institution expressly otherwise agrees in writing, an Account may not be assigned or transferred, either absolutely or by way of security, to any person other than the Financial Institution. If the Financial Institution agrees to an assignment or transfer, the Member Contract together with a form of assignment or transfer approved by the Financial Institution will be delivered to the Financial Institution and at the Financial Institution's option the Member Contract will be endorsed with particulars of the assignment or transfer or a new Member Contract will be issued in the name of the assignee or transferee. All assignments shall be subject to the Financial Institution's pre-existing rights of set-off and subordinate to any security position held by the Financial Institution or its subsidiaries or affiliates, unless such rights are expressly waived.

**2.14 SUCCESSORS AND ASSIGNS** – The terms and conditions stated in this Contract shall be for the benefit of and binding upon the Financial Institution, its successors and assigns, and for and upon the Depositor, the Depositor's heirs, executors, administrators, successors, and assigns.

**2.15 OTHER AGREEMENTS** – There are no representations or warranties made by the Financial Institution to the Depositor concerning this Contract except for the representations, warranties, and obligations of the Financial Institution as expressly set out in this Contract. Any advice, information, or statements provided by the Financial Institution or its service providers, agents, or their representatives, whether oral or written, will not create any representation, warranty, or condition or vary or amend this Contract, including the liability exclusions, liability limitations, release and indemnity provisions herein, and the Depositor may not rely upon any such advice or information.

### 3. DEPOSITOR INSTRUCTIONS

**3.1 INSTRUMENTS** – Notwithstanding section 2.8, Verification and Acceptance of Transactions by the Financial Institution, the Depositor acknowledges and agrees that the Financial Institution will not be obliged to examine or assure itself of the regularity or validity of any endorsement or signature appearing on any Instrument. The Depositor releases the Financial Institution from all claims by the Depositor or others concerning the regularity or validity of any endorsement or signature.

The Depositor further acknowledges and agrees that if more than one endorsement or signature is required on an Instrument, that such an arrangement is solely between and amongst the persons constituting the Depositor, whether the Financial Institution has notice of such an arrangement or not.

The Depositor authorizes the Financial Institution, without inquiry, to honour and pay Instruments drawn on the Account, regardless of whether such Instruments are:

- a) drawn to the order of the Depositor on behalf of the Depositor who signed them,
- b) payable to cash or bearer,
- c) payable to the order and negotiated by or on behalf of the Depositor,
- d) cashed or tendered to pay the obligations of the Depositor, or
- e) deposited to the credit of the Depositor, and regardless of whether such Instruments are deposited in person at the Financial Institution, by ATM, by mail, by night deposit service or by any other method of deposit that may be made available by the Financial Institution.

**3.2 STOP PAYMENT** – Any instruction to stop payment of an Instrument drawn on the Account must be in writing and signed by the Depositor. On receiving a stop payment instruction of an Instrument drawn on the Account, the Financial Institution will use reasonable diligence to comply with the stop payment, but not be liable to the Depositor or any other person by reason of complying with, or failing to comply with, the stop payment, whether the Financial Institution is negligent, wilfully negligent, or otherwise.

**3.3 REMOTE INSTRUCTIONS** – The Depositor may provide Remote Instructions to any branch of the Financial Institution as permitted by the Financial Institution, through online banking or through the Financial Institution's telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

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

The Financial Institution may, in its sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instruction. The Depositors acknowledge and agree that where there are multiple Depositors on an Account, any Depositor who has online banking access on the Account, has provided remote instructions to the Financial Institution, any such instructions received by one Depositor unilaterally binds all Depositors on the Account. Further, the Financial Institution is entitled to assume that the Depositor providing remote instructions has the ability to provide such instructions on behalf of all Depositors. The Depositors further acknowledge and agree that where there is more than one Depositor on an Account, instructions provided to the Financial institution over the telephone by a Depositor will require each of the other Depositors to authorize the instructions in any process as may be required by the Financial Institution such as telephone, appearing in person or in writing.

Remote Instructions are deemed received by the Financial Institution only when actually received and brought to the attention of an authorized office of the Financial Institution capable of acting upon and implementing the Remote Instruction. Remote Instructions can

be transmitted to the Financial Institution at the telephone or fax number or email address provided by the Financial Institution, or at such other telephone or fax number or email address as the Financial Institution may advise the Depositor by notice in writing, or through online banking. Any of the persons that constitute the Depositor may act alone and provide Remote Instructions to the Financial Institution, even if two or more signatures are otherwise required to operate the Account. The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as the Depositor is in fact the Depositor, and can rely upon such, and the Financial Institution may act on the Remote Instructions provided by any such person. All Remote Instructions given to the Financial Institution in the name of the Depositor will bind the Depositor. A copy of any fax or email message or other Remote Instructions or the Financial Institution's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by the Depositor. The Depositor will not object to the admission of the Financial Institution's or Central 1's records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

**3.4 ACCESS TERMINAL TRANSACTIONS** – The Depositor acknowledges and agrees that:

- a) using a Password to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the Depositor in person or as otherwise contemplated or permitted by the Account Contract;
- b) the Depositor will be bound by each such Transaction; and
- c) once a Password has been used to authorize a Transaction, the Transaction may not be revoked and no stop payment on the Transaction may be requested.

**3.5 FOREIGN CURRENCY TRANSACTIONS** – If the Depositor provides instructions to the Financial Institution on an Account that is denominated in a currency other than the currency of the Account, a conversion of currency may be required. In all such Transactions and at any time a conversion of currency is made, the Financial Institution may act as principal with the Depositor in converting the currency at rates established or determined by the Financial Institution, affiliate parties, or parties with whom the Financial Institution contracts. The Financial Institution, its affiliates and contractors may earn revenue and commissions, in addition to applicable service charges, based on the difference between the applicable bid and ask rates for the currency and the rate at which the rate is offset in the market.

**3.6 BILL PAYMENTS** – The Depositor acknowledges and agrees that:

- a) bill payments made through an Access Terminal or at a branch of the Financial Institution 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 initiated and the internal accounting processes of the bill payment recipient;
- b) it is the responsibility of the Depositor to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;
- c) the Financial Institution and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment, or a delay in the processing of bill payments;
- d) if the Depositor has made or received a bill payment in error, the Financial Institution may, but is not obliged to, assist the Depositor by initiating or processing a Bill Payment Error Correction Debit, as defined under the Payments Canada Rules (as may be amended from time to time), and if so initiated, the Depositor agrees to indemnify the Financial Institution for any direct loss, costs or damages incurred, and will pay to the Financial Institution any reasonable service charges or fees related to the provision of the service; and
- e) if the Financial Institution, absent gross negligence or wilful misconduct, initiates or processes a Bill Payment Error Correction Debit affecting the accounts or affairs of the Depositor, the Financial Institution shall be held harmless for any and all loss, costs or damages suffered or incurred by the Depositor, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

**3.7 LOST OR DESTROYED INSTRUMENT** – If an Instrument drawn on the Account is lost or destroyed while in the possession of another financial institution or its agents, the Financial Institution may, for all purposes, treat a copy of the Instrument, certified as being a true copy by the other financial institution, as though it were the original Instrument.

**3.8 DEBIT CARD** – In consideration of the Financial Institution providing the use of an electronic transaction card (the "Debit Card"), a Personal Identification Number ("PIN") for use with the Debit Card or a virtual Debit Card and Passcode for use with the Mobile

Payment Service, and the right to use the Debit Card for such purposes as may be authorized by the Financial Institution from time to time, the Depositor acknowledges and agrees that:

- a) Purpose of the Debit Card: The Debit Card will only be used for the purpose of obtaining services as agreed by the Financial Institution. On thirty days written notice, the Financial Institution may add or remove the uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. These terms and conditions, and the fact that the Depositor has the use of the Debit Card, does not give any credit privileges or any entitlement to overdraw the Account, except as provided by separate agreement with the Financial Institution. All references to "Debit Card" in these terms and conditions include virtual Debit Card(s) registered for use with the Mobile Payment Service.
- b) Confidentiality and Personal Identification Number (PIN) and/or Passcode: Pursuant to section 5.1 of these terms and conditions, the Depositor will not select an obvious combination of digits for the PIN (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number) and will protect and maintain the confidentiality of the PIN at all times. The Depositor will never, under any circumstances, disclose the PIN to any other person. The Depositor will not use the PIN as a telephone or online access code. The Depositor will not keep a written record of the PIN, unless the written record is not carried next to the Debit Card and is in a form indecipherable to others. The Depositor will always screen the entry of the PIN with their hand or body.
- c) Contactless Debit Payments (Interac Flash†): The Depositor acknowledges that the Debit Card may include Interac Flash contactless payment functionality. This contactless payment service allows the Depositor to perform a Transaction using the Debit Card without entering a PIN. The Depositor understands that this service is optional and if they do not wish to have this functionality enabled on the Debit Card, the Depositor can contact the Financial Institution and request to have the functionality disabled.
- d) Withdrawals and Deposits: Unless the Depositor has made other arrangements with the Financial Institution, amounts credited to the Account as a result of deposits using the Debit Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured. Withdrawals or transfers initiated using the Debit Card will be debited to the Account at the time they are made. The Depositor will not deposit any coins, worthless, counterfeit or fraudulent items to the Account into any automated teller machine or thru mobile deposit, and will pay to the Financial Institution any damages, costs or losses suffered by the Financial Institution as a result of any such deposit.
- e) Liability for Losses: Once the Depositor has requested and first used the Debit Card, except as expressly provided in these terms and conditions, the Depositor will be liable for all authorized and unauthorized uses of the Debit Card by any person up to the established withdrawal limit (including funds accessible through a line of credit or overdraft privilege), prior to the expiry or cancellation of the Debit Card. However, in the event of alteration of my Account balance due to technical problems, card issuer errors and system malfunctions, the Depositor will be liable only to the extent of any benefit the Depositor has received, and will be entitled to recover from the Financial Institution any direct losses the Depositor may have suffered. The Depositor acknowledges that they will co-operate with the Financial Institution in any investigation. The Depositor will not be held responsible for losses that occur due to circumstances beyond their control providing there was nothing that reasonably could have done to prevent the losses. The Financial Institution will not be liable to the Depositor for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a Point-of-Sale or eCommerce transaction (purchase using mobile phone or computer). The Depositor understands that they must not use the Debit Card, for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in the jurisdiction.
- f) Lost or Stolen Card or Mobile Device, or Compromised PIN: If the Depositor becomes aware that the Debit Card or a Mobile Device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN has been made accessible to another person, they will notify the Financial Institution or its agent immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended or the PIN changed. The instant such notice is received or when the Financial Institution is satisfied that the Depositor became the victim of fraud, theft, or coercion by trickery, force or intimidation, the Depositor's liability for further use of the Debit Card or Mobile Payment Service will terminate, and they will be entitled to recover from the Financial Institution any further losses suffered by using the Debit Card or Mobile Payment Service.
- g) Procedures for Addressing Unauthorized Transactions and other Transaction Problems: In the event of a problem with a Debit Card transaction, or unauthorized Debit Card transaction, other than a matter related to goods or services provided by Merchants, the Depositor will report the issue promptly to the Financial Institution and the Financial Institution will investigate and respond to the issue on a timely basis. The Financial Institution will not unreasonably restrict the Depositor from the use of any funds subject to dispute, if it is reasonably evident that the Depositor did not contribute to the problem or unauthorized transaction. The Financial Institution will respond to a report of a problem or unauthorized transaction within 10 business days and will indicate what reimbursement, if any, will be made for any loss incurred. Reimbursement will be made for losses from a problem or unauthorized use in this time frame if it is evident that the Depositor did not contribute knowingly to the problem or unauthorized transaction and that the Depositor took reasonable steps to protect the confidentiality of the PIN or Passcode. An extension of the 10-day limit may be necessary if the Financial Institution requires the Depositor to provide a written statement or affidavit to aid its investigation.
- h) Dispute Resolution: If the Depositor is not satisfied with the Financial Institution's response, the Financial Institution will provide

them, upon request, with the reasons for its findings. If the Depositor is still not satisfied, the issue will be referred to either a system dispute resolution service or external mediator, as agreed by the Financial Institution. Neither the Financial Institution nor the Depositor will have the right to start court action until 30 days have passed since the issue was first raised with the Financial Institution. Any dispute related to goods or services supplied in a Point-of-Sale transaction is strictly between the Depositor and the Merchant, and they will not raise a defense or claim against the Financial Institution.

- i) **Service Fees:** The Depositor acknowledges that they have been advised of, and will pay, the applicable service fees disclosed by the Financial Institution and in effect for services available under these terms and conditions. New or amended fees will only become effective 30 days after publication by the Financial Institution.
- j) **Foreign Currency Transactions:** The Depositor acknowledges and understands that when they conduct transactions using the Debit Card in person or online, or using a Mobile Device in a foreign currency, the debit instruction may be processed through one or more international electronic networks that participate in the international payments system. The instruction the Financial Institution receives may ask the Financial Institution to pay a stipulated amount in U.S. dollars ("USD"), regardless of the original currency of the transaction. The transaction amount between the Financial Institution and the Depositor will be the amount of the transaction, plus fees charged by the owner of the automated teller machine or point-of-sale system, converted into USD (or another currency) by one or more parties other than the Financial Institution (each, a "Third Party"). Foreign currency conversions completed by Third Parties occur at rates that the Financial Institution does not set, and which may include revenue, commissions or fees of those Third Parties. As a result, the cost of currency conversion may not be known to the Depositor or to the Financial Institution or precisely determinable in advance or until the amount of the transaction is charged to the Account. More than one currency conversion may be completed by Third Parties before the transaction is processed by the Financial Institution. The amount charged to the Account will be the USD value of the instruction received by the Financial Institution. If the transaction is conducted on an Account denominated in Canadian dollars, the amount charged to the Account will be the amount of the USD instruction received by the Financial Institution, converted to Canadian dollars at the Financial Institution's sell rate for purchase of USD in effect at the time of the conversion. Currency conversions will be completed when and at rates in effect when the transaction is processed by the Financial Institution, which may not be the same rate in effect when the Depositor conduct the transaction or when it is completed. Any fees or markup charged by the Financial Institution in addition to the conversion rate and fees charged by Third Parties must be disclosed by the Financial Institution as per the 'Fees' section of this Agreement.
- k) **Evidence of Transactions:** A paper transaction record dispensed mechanically by using the Debit Card constitutes a record of the Depositor's instructions. Whether such a transaction record is issued or not, it is the Depositor's responsibility to verify that the transaction has been properly executed by checking the Account activity on a regular basis. In the absence of evidence to the contrary, the records of the Financial Institution are conclusive for all purposes, including litigation, in respect of any instructions given by the Depositor to the Financial Institution through the use of the Debit Card; the items deposited by the Depositor into an automated teller machine; the making of a withdrawal, deposit or transfer through the use of the Debit Card; and any other matter or thing relating to the state of Accounts between the Depositor and the Financial Institution in respect of any electronic transaction.
- l) **Statements:** The Financial Institution will provide either statements or a passbook with information to enable the Depositor to check Account entries. For Accounts without a passbook, the Financial Institution will provide the Depositor with periodic statements containing information on all Debit Card transactions since the previous statement, including: the transaction amount, date, type (deposit, withdrawal, purchase or refund); including where possible, the identity of the terminal and name under which the machine operates, the transaction number and the identity, trade name and local address of the Debit Card acceptor. For Accounts with a passbook, the Financial Institution will print the transaction amount, date and type (deposit, withdrawal, purchase or refund) in the passbook when presented to be updated.
- m) **Termination of Agreement:** The Financial Institution remains the owner of the Debit Card. It may restrict the use of the Debit Card or may terminate these terms and conditions and the Depositor's right to use the Debit Card, at any time without notice. The Depositor will return the Debit Card to the Financial Institution and remove any Debit Card token(s) associated with the Mobile Payment Service upon request.
- n) **Cardholder Privacy:** The Depositor acknowledges that the Financial Institution has policies to protect privacy and that the Depositor may obtain those policies upon request. The Depositor hereby consents to use of their personal information by the Financial Institution and its affiliates to monitor use of financial services, to detect fraud, develop needed products and services, and offer members needed services. However, if the Depositor has given or hereafter gives express consent to the collection, use and further disclosure of any Personal Information by the Financial Institution in a form and content that is more permissive than the consent provided herein, the other form of consent shall govern the relationship. The Depositor may withdraw their consent at any time by contacting the Financial Institution's Privacy Officer.
- o) **Canadian Code of Practice for Consumer Debit Card Services and Code of Conduct for Credit and Debit Card Industry in Canada:** The Depositor understands that the Financial Institution system endorses and supports the voluntary Canadian Code of Practice for Consumer Debit Card Services as well as the Code of Conduct for the Credit and Debit Card Industry in Canada and that Credit Unions are guided by the principles of these Codes in administering the operation of Debit Card services. A copy of these Codes is available from the Financial Institution upon request.



- p) **Interpretation and Definitions:** These terms and conditions are intended to be interpreted in accordance with its plain English meaning. For the purposes of these terms and conditions, Point-of-Sale transaction means the use of the Debit Card to conduct a contact transaction with its associated PIN or a contactless transaction without the card's associated PIN or using a Mobile Device for purposes permitted by the Financial Institution, including but not limited to: (a) the transfer of funds from the Account to purchase or lease goods or services from a seller, lessor or service provider (a Merchant); (b) the transfer of funds from the Account to obtain a voucher, chit, scrip, token or other thing that may be exchanged for goods, services or money, or (c) the transfer of funds into the Account from an Account of a Merchant (e.g. a refund).
- q) **Mobile Payment Service:** The Mobile Payment Service allows Financial Institution Debit Card holders to perform Point-of-Sale transactions using a Mobile Device ("Mobile Payment Service").
- i) **Mobile Device Security:** The Depositor further acknowledges that they will properly maintain the security of their Mobile Device used in conjunction with the Mobile Payment Service by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs.
  - ii) **User Licensing Terms:** The Depositor agrees that they will not copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Service or any part of the Service. The Depositor will not license, sublicense, market or distribute the Mobile Payment Service, or provide any copies to a third party. The Depositor will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Service, and they will not use any part of the Mobile Payment Service to gain access to interconnecting software applications to do the same.
  - iii) **Jurisdiction:** The Depositor acknowledges that these terms and conditions are subject to the laws and jurisdictions as defined by the Financial Institution. The Depositor understands that the Financial Institution may monitor and enforce compliance with these terms.
  - iv) **Acknowledgements:** The Depositor understands that they should keep the physical Debit Card with them to use in the event the Mobile Payment Service is unavailable for whatever reason. The Depositor acknowledges and confirms ownership of the respective intellectual property rights by the Financial Institution, its partners and associated service providers.
- r) **Receipt of Copy of Agreement:** The Depositor acknowledges the receipt of a true copy of these terms and conditions upon initiation of the PIN based Debit Card service or Mobile Payment Service and that these terms and conditions do not require signature by the Financial Institution. This section 3 may be amended unilaterally by the Financial Institution upon thirty (30) days' notice and, the use or continued use of the Debit Card or Mobile Payment Service by the Depositor shall be conclusively deemed to be the acceptance of any amendments to this section 3 The Depositor acknowledges that notice will be given to them in writing either by mail to the most recent address as shown on the Financial Institution's records, by the Financial Institution posting notice at its premises or on its website, by personal delivery, or by any other means the Financial Institution, acting responsibly, considers appropriate to bring the change to the Depositor's attention.

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## 4. CREDITS TO THE ACCOUNT

**4.1 DEPOSITS** – The Financial Institution may, in its sole discretion:

- a) collect or present for acceptance or payment, through such banks or other agents as the Financial Institution may deem best, all Instruments delivered by the Depositor for deposit; and
- b) accept in payment of, or remittance for, such Instruments, cash or bank drafts, cheques, settlement cards, clearing house slips, or any other evidence of payment from the banks or other agents.

The banks or other agents described in a) and b) above will be deemed the Depositor's agent and not the Financial Institution's agent.

Any deposit made on any day during which the Financial Institution is not open for business, or at any time during which the Financial Institution is not open for business, may be credited to the Account on the next business day of the Financial Institution.

The Depositor will not deposit any coins, non-negotiable items, or anything not acceptable for deposit to the Account into any ATM.

Any credit to the Account for any non-cash Instrument is provisional and subject to a hold or reversal unless the Financial Institution has received actual irrevocable payment, free of any Third Party claims.

The Financial Institution will be responsible only for the monies actually irrevocably received by the Financial Institution from such banks or agents and free of any Third Party claims.

**4.2 DEPOSITOR ACKNOWLEDGEMENT** – The Depositor acknowledges that:

- a) notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by the Financial Institution and the time for return by any process of law has expired. The

credit represented by an Instrument that is not honoured and collected, or is charged back 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

- b) notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by the Financial Institution. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.

**4.3 HOLD ON ACCOUNTS OR TRANSACTIONS –** The Financial Institution may place a hold on:

- a) the proceeds of an Instrument presented by the Depositor until the Financial Institution accepts payment of, or remittance for, such Instrument; and
- b) the Account generally if
  - i) the Financial Institution becomes aware of suspicious or possible fraudulent or unauthorized Account activity that may cause a loss to the Depositor, the Financial Institution, Central 1, or an identifiable Third Party;
  - ii) an issue arises as to who the proper signing authorities are on the Account; or
  - iii) a claim is made by a Third Party to the funds in the Account which, in the Financial Institution's sole discretion, is potentially legitimate.

The Depositor authorizes the Financial Institution to make such inquiries and do such things, at the Depositor's expense, as the Financial Institution deems necessary to resolve any of the issues noted above, including applying, at the Depositor's expense, to a court of competent jurisdiction (a "Court") to pay funds into Court and/or seek directions from a Court.

**4.4** Release of a hold by the Financial Institution is not a confirmation that a Transaction, instruction, or Instrument is in fact good and may not be relied upon as such by the Depositor. If, to the satisfaction of the Financial Institution, any improper use is established, the Financial Institution can withdraw or suspend operation of the Account without notice.

**4.5 RETURNED ITEMS –**

- a) The Depositor:
  - i) will be liable, without presentation, protest, or notice of dishonour to any parties, for the nonacceptance or nonpayment of any Instrument the Depositor delivered to the Financial Institution for deposit, discount, collection, or otherwise;
  - ii) will be liable to the Financial Institution as if proper notice of dishonour, protest, and presentment had been made or given; and the Financial Institution may:
  - iii) charge such items, when dishonoured, to the Account in accordance with this section; and
  - iv) note or protest any item should the Financial Institution consider it advisable to do so, but the Financial Institution will not be liable for failure to note or protest any such item.
- b) The Financial Institution is authorized to debit the Account with the amount of any Instrument that:
  - i) is not paid on presentation,
  - ii) the Financial Institution has paid and is then called upon to refund,
  - iii) may be dishonoured by nonacceptance or nonpayment,
  - iv) is drawn on the account of a party that is bankrupt or insolvent, the proceeds of which, through no fault of the Financial Institution, have been lost, stolen, or destroyed;; and/or
  - v) the proceeds of which, for any reason, the Financial Institution is unable to collect or withdraw, has been cashed, negotiated, or credited to the Account but that has not been found good, or is found to be forged, fraudulent, counterfeit, or unauthorized, regardless of whether or not the Instrument has cleared.

**4.6 OVERDRAFTS –** If the Account becomes overdrawn because:

- a) the Financial Institution honours an Instrument drawn by the Depositor on an Account and insufficient funds stand to the credit of the Account to pay the Instrument in full;
- b) an Instrument delivered by the Depositor to the Financial Institution for deposit is returned to the Financial Institution dishonoured, and insufficient funds stand to the credit of the Account to permit the Financial Institution to debit the full amount of the dishonoured Instrument; or
- c) the Financial Institution charges a fee, service charge, or other debit that the Financial Institution is authorized to charge to the Account, and if the funds standing to the credit of the Account are less than the amount charged to the Account;

then the Depositor must immediately repay the amount overdrawn plus interest at the Financial Institution's Overdraft Rate in effect from time to time by depositing sufficient funds into the overdrawn Account. If the Depositor does not immediately repay such amounts the Financial Institution may, in order to recover the overdrawn amount plus interest, and without notice to the Depositor:

- i) redeem or transfer Financial Institution shares owned by the Depositor in order to credit the overdrawn Account, or
- ii) withdraw monies on deposit from another Account in the Depositor's name and transfer them to the overdrawn Account.

If the Depositor has applied and been approved for Overdraft Protection on the Account, this section is subject to the separate Overdraft Protection Terms and Conditions that are provided to the Depositor.

The foregoing provisions do not give the Depositor any right to overdraw the Account or to authorize or permit anything, including a PAD or a Transaction authorized through a Debit Card, that would result in a negative balance in the Account.

## **5. ACCOUNT SECURITY AND RISK**

### **5.1 PASSWORD CONFIDENTIALITY –**

- a) The Financial Institution can assign and/or require the Depositor to select and use one or more Passwords in connection with the use of the Account pursuant to these terms and conditions. The Depositor agrees to keep all Passwords confidential and will only reveal them to authorized Financial Institution agents or officer when required by the Financial Institution. The Depositor agrees not to record any Password in any format or medium. The Depositor can change any Password at any time. The Depositor agrees to change a Password if and when required by the Financial Institution. The Depositor acknowledges that a Password must be changed if there is a change in the persons authorized to provide Remote Instructions on the Account.
- b) The Depositor acknowledges that the Depositor is responsible for all use made of a Password and that the Financial Institution is not liable for the Depositor's failure to comply with any part of the Account Contract. The Depositor is liable for all authorized and unauthorized use, including all Transactions. The Depositor is also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, the Depositor expressly acknowledges and agrees that they shall be bound by and liable for any use of a Password by any member of the Depositor's household.
- c) If the Depositor discloses a Password to a Third Party, and if the Financial Institution becomes aware of such disclosure, the Financial Institution may, in its sole discretion, waive the confidentiality requirements described in this section 5.1, but only if such disclosure was required in connection with the provision of a Third Party service. Notwithstanding any such waiver, the Depositor acknowledges and agrees that the Depositor remains responsible for all use of the Password by the Third Party.

**5.2 LOST OR STOLEN DEBIT CARD OR COMPROMISED PASSWORD –** The Depositor agrees to notify the Financial Institution immediately:

- a) of any suspected or actual misuse or unauthorized use of a Password; or
- b) if the Depositor suspects or becomes aware that a Password has been made accessible or become known to anyone other than the Depositor; or
- c) if the Depositor suspects or becomes aware that a Debit Card, or Mobile Device used in conjunction with Mobile Payment Service, is lost or stolen.

Verbal notification will only be considered given if the Depositor speaks directly to an authorized Financial Institution office or agent, and written notification will only be considered given if the Financial Institution gives the Depositor written acknowledgement of receipt of such notification.

If the Depositor notified the Financial Institution promptly and cooperated in any investigation, once the Financial Institution is satisfied that the Depositor complied with the requirements of this section 5 regarding Password confidentiality and is the victim of fraud, theft, or coercion by trickery, force, or intimidation, the Depositor will be entitled to recover from the Financial Institution any direct losses from the Account in such fraud, theft, or coercion incurred after notice is given to the Financial Institution.

The Depositor will change the applicable Password if any of the notification requirements above in paragraphs a), b) or c) arises

**5.3 FRAUD PREVENTION AND DETECTION –** The Depositor agrees to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions.

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

The Depositor acknowledges that the Financial Institution may, from time to time, implement additional security measures, and the Depositor will comply with all instructions and procedures issued by the Financial Institution in respect of such security measures. The Depositor is aware of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of the Financial Institution. The Depositor agrees not to respond to such unsolicited communications and will only initiate communications with the Financial Institution either through the Financial Institution's Internet banking website or through the Financial Institution's published contact information as shown on the Financial Institution's website.

#### **5.4 PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND FRAUDULENT ACCOUNT ACTIVITY –**

- a) Where the Depositor knows of facts that give rise or ought to give rise to suspicion that any Transactions, instructions in respect of the Account, or Instruments deposited to the Account are fraudulent, unauthorized, counterfeit, or induced through or in any way tainted by fraud or unlawful conduct, or otherwise likely to be returned to the Financial Institution or found invalid for any reason (“Suspicious Circumstances”), the Depositor has a duty to:
  - i) make reasonable inquiries of proper parties into such Transactions, instructions, or Instruments, as the case may be, to determine whether they are valid authorized Transactions, instructions, or Instruments, as the case may be, before negotiating or, alternatively, accessing any funds derived from such Transactions, instructions, or Instruments, and
  - ii) disclose such Suspicious Circumstances to the Financial Institution, including the facts upon which the Depositor’s suspicion is based.
- b) The Financial Institution may, in its sole discretion, investigate any Suspicious Circumstances disclosed by the Depositor, but the Financial Institution does not owe the Depositor any obligation to undertake its own investigation of Suspicious Circumstances. The Financial Institution will not unreasonably restrict the Depositor from the use of the Account during such investigation, as long as it is reasonably evident that the Depositor did not cause or contribute to the problem or unauthorized Transaction, has fully cooperated with the investigation, and has complied with the Account Contract, but the Financial Institution reserves the right to place a hold on all or some of the Accounts pending investigation of any Suspicious Circumstances. Any such hold or investigation is imposed or undertaken by the Financial Institution at the Financial Institution’s sole discretion and for the Financial Institution’s sole benefit
- c) The Financial Institution will respond to reports of a problem or unauthorized Transaction within a reasonable period of time and will indicate what reimbursement, if any, will be made for any loss incurred by the Depositor. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that the Depositor has complied with these terms and conditions including without limitation this section 5.
- d) If the Depositor is not satisfied with the Financial Institution’s response, the Financial Institution will provide the Depositor, upon request, with a written account of its investigation and the reason for its findings. If the Depositor is not satisfied, the issue will be referred for mediation to either a Financial Institution system dispute resolution service, or if no such service is available, to an external mediator if agreed between the Depositor and the Financial Institution. Neither the Financial Institution nor the Depositor will have the right to start court action until 30 days have passed since the problem was first raised with the Financial Institution

**5.5 ACCESS TERMINAL SECURITY –** If any service in respect of the Account is made available to the Depositor through the Internet or a telephone service provider, the Depositor acknowledges that, although the Financial Institution uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at the risk of the Depositor. The Depositor acknowledges and shall ensure that any private Access Terminal used to access the Account is auto-locked by a password to prevent unauthorized use of the Access Terminal, has a current anti-Contaminant program, and a firewall, and that it is their personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. The Depositor further acknowledges that to reduce the risk of unauthorized access to the Account through the Access Terminal, the Depositor will sign out of online banking and, where applicable, close the browser when finished using it. The Depositor further acknowledges that using public or shared computers and Access Terminals, or using Access Terminals in a public place or through an open WiFi or shared Bluetooth portal, to access the Account increases the risk of unauthorized access to the Account, and will take all reasonable precautions to avoid such use or inadvertent disclosure of the Password.

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

- a) the actions of, or any failure to act by, the Depositor, or any Third Party or their agent, including other financial institutions and their agents (and no Third Party will be considered to be acting as an agent for the Financial Institution unless expressly authorized to do so);
- b) the inaccuracies in, or inadequacies of, any information provided by the Depositor to the Financial Institution, including, but not limited to, any failed, duplicative, or erroneous transmission of Remote Instructions;
- c) the failure by the Financial Institution to perform or fulfill any of its obligations to the Depositor, due to any cause beyond the Financial Institution’s control; or
- d) forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions or Instruments, or material alteration to an instruction, including Remote Instructions.

Without limiting the generality of the foregoing, the Financial Institution will not be liable for:

- a) the nonpayment of any cheque, bank draft, settlement card, clearing house slip, or any other evidence of payment accepted in payment or as a remittance from any other financial institution or agent, including as a result of the default, neglect, or mistakes of any such financial institutions or agents;
- b) any loss, damage, or injury arising from the use of any Access Terminal including any mechanical or operational failure of any such Access Terminal, except that in the event of alteration of the Account balance due to technical problems, card issuer errors, and system malfunctions, the Depositor will be liable only to the extent of any benefit they have received, and will be entitled to recover from the Financial Institution any direct losses the Depositor may have suffered; or
- c) any action or failure to act of a Merchant or refusal by a Merchant to honour the Depositor's Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to authorize the use of the Debit Card for a Point-of-Sale Transaction. The Depositor releases the Financial Institution from liability for any such loss, damage, or injury.

**5.7 LIABILITY FOR ERRORS AND OMISSIONS** – If the Financial Institution makes an error or omission in recording or processing any Transaction, the Financial Institution is only liable for the amount of the error or omission if the Depositor has not caused or contributed to the error or omission in any way, has complied with the Account Contract, has given written notice to the Financial Institution within the time provided in this Account Contract, and to the extent the liability is not otherwise excluded by the Account Contract. If the Depositor has given such notice, the Financial Institution's maximum liability is limited to the amount of the error or omission. In no event will the Financial Institution be liable for any delay, inconvenience, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) whatsoever caused by, or arising from, any such error or omission.

**5.8 INDEMNITY –**

- a) The Depositor(s) agrees to indemnify and hold the Financial Institution and its service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the Depositor's use of the Account. Depositors must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand.
- b) Without limiting the generality of the foregoing, the Depositor will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of
  - i) any of the Indemnified Parties making the Account available to the Depositor;
  - ii) any of the Indemnified Parties acting upon, or refusing to act upon the Depositor's instructions, including Remote Instructions;
  - iii) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by the Depositor;
  - iv) any of the Indemnified Parties acting upon, or refusing to act upon the instructions of any person authorized to give instructions on behalf of the Depositor;
  - v) the honouring or dishonouring of any Instrument;
  - vi) any Transaction that results in a negative balance in the Account; vii) the consequences of any Transaction authorized by the Depositor;
  - viii) the need to place a hold on the Account or Transactions, including making an application to a Court if necessary;
  - ix) the adequacy or authority of endorsements or signatures required in any arrangement made amongst the persons constituting the Depositor; or
  - x) any use of the Account by the Depositor that:
    - (1) is inconsistent with a restriction imposed on the use of the Account by the Financial Institution pursuant to these terms and conditions, or
    - (2) takes place following the suspension or termination of the Account or certain service privileges by the Financial Institution pursuant to these terms and conditions.

This indemnity will enure to the benefit of the Indemnified Parties and will be binding upon the Depositor and the Depositor's heirs, executors, successors, and assigns and shall survive the termination of the Member Contract for any act or omission prior to termination as gives rise to an indemnified claim, even if notice is received after termination.

## 6. ACCOUNT RECORDS

**6.1 STATEMENT OF ACCOUNT** – The Financial Institution will provide the Depositor with a statement of Account activity approximately monthly. Unless the Depositor requests the Financial Institution to hold the Depositor's statement for pick up by the Depositor, or appoints in writing an agent to pick up the statement, or requests no statement for the Account, the Financial Institution will provide the Depositor with a statement for the Account electronically or by regular mail, as selected by the Depositor. It is the Depositor's responsibility to notify the Financial Institution immediately of any change in the Depositor's address or in statement delivery preferences.

**6.2 NO STATEMENT ACKNOWLEDGEMENT** – If, at the request of the Depositor, the Financial Institution agrees to cease providing statements of account for the Account to the Depositor, the Depositor acknowledges and agrees that the Depositor will be responsible to obtain (whether from the Financial Institution or through online banking) and review, in accordance with section 6.3, a statement of account for the Account.

**6.3 STATEMENT VERIFICATION** – Regardless of whether the Depositor has chosen to receive paper or electronic statements, or to access statements through online banking, the Depositor is responsible for reviewing a statement of account for the Account at least once every calendar month. The Depositor must notify the Financial Institution of any errors, irregularities, omissions, or unauthorized Transactions of any type in a statement of account within 30 days of the statement date (the "Notification Date). Notwithstanding any other provision of the Account Contract, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which the Depositor has notified the Financial Institution in writing on or before the Notification Date), the Depositor

- a) agrees that the Financial Institution's records are conclusive evidence of the Depositor's dealings with the Financial Institution regarding the Depositor's Account and are correct, complete, authorized, and binding upon the Depositor, and the Financial Institution will be released from all responsibility for Account activity preceding the statement of account for the Account; and
- b) may not claim for any purpose that any entry on the statement of account for the Account is incorrect and will have no claim against the Financial Institution for reimbursement relating to any entry, even if the entry is unauthorized or fraudulent or is based upon an Instrument or instruction that is forged, unauthorized, or fraudulent.

Nothing in this section limits in any way the rights of the Financial Institution under the Member Contract to debit the Account at any time in respect of a returned or dishonoured Instrument or other item, or to correct any error or omission.

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

**6.4 PAD REIMBURSEMENT** – Despite section 6.3, Statement Verification, if the Depositor has authorized PADs to be issued against the Account, the Depositor acknowledges that the Payments Canada Rules provide specific time periods during which claims for reimbursement of PADs may be made. Claims must be made in writing to the Financial Institution within the specified time periods and in compliance with the Payments Canada Rules, as they may be amended from time to time. The Financial Institution will not be responsible for any loss suffered by the Depositor due to the Depositor's failure to comply with the Payments Canada Rules.

**6.5 RECORDS AND CHEQUE IMAGING** – If the Financial Institution implements an imaging program, the Financial Institution will determine, in its sole discretion, whether copies of images of Instruments and other items will be provided for the statement of account for the Account. The Depositor acknowledges that copies of images of Instruments and other items may be provided before the Financial Institution has determined whether the Instrument or other item will be honoured or accepted and agrees that copies of images of Instruments and other items are made available by the Financial Institution as a service to the Depositor and that the provision of copies of images of Instruments and other items does not mean that the Transaction has been processed or in any way oblige the Financial Institution to honour or accept the Instrument or other item.

The Depositor acknowledges that if the Financial Institution adopts an imaging program, the physical Instruments and other items may be destroyed. If the Financial Institution has implemented an imaging program and determines not to include copies of images of Instruments and other items with the statement of account for the Account, the Financial Institution will ensure that copies of images can be made available to the Depositor upon request for at least 5 years following the date of the statement of account for the Account on which the Instrument or other item appears, subject to payment of the service charges established by the Financial Institution from time to time.

## 7. OPERATION OF THE ACCOUNT

**7.1 MODIFICATION OF AGREEMENT** – The Financial Institution may, in its sole discretion, amend the terms and conditions of the Member Contract as they relate to the Depositor's future use of the Account from time to time, for any reason, without any liability to the Depositor or any other person. The Financial Institution may provide notice of a change to the Member Contract by sending notice to the Depositor's last known Notice Contact Information, by posting notice at the Financial Institution's premises, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the modification to the attention of the Depositor. The Depositor is responsible for regularly reviewing the terms and conditions of the Account Contract. If the Depositor uses the Account after the effective date of an amendment to the Account Contract, it will mean that the Depositor agrees to the amendment and adopts and is bound by the newer version of the Account Contract. The Depositor may not change, supplement, or amend the Member Contract by any means. The Depositor also agrees to keep a copy of these terms and conditions for their own records. The Depositor acknowledges that they may obtain a copy of the amended or changed terms and conditions at any branch of the Financial Institution.

### 7.2 TERMINATION –

- a) The Member Contract may be terminated by the Depositor at any time by providing at least one business day's prior written notice to the Financial Institution.
- b) The Financial Institution may, in its sole discretion, restrict, suspend, or terminate the Depositor's Account privileges:
  - i) at any time or for any reason on at least one business day's prior written notice to the Depositor, or
  - ii) immediately without notice if the Financial Institution determines or suspects, in its sole discretion, that: (i) the Depositor has acted fraudulently or unlawfully or has otherwise not complied with the terms of the Account Contract, (ii) there has been fraudulent or illegal activity on the Account, (iii) such action is required by applicable law.
- c) The Depositor will immediately return or destroy all Debit Cards issued to it upon:
  - i) ceasing to be a member of the Financial Institution,
  - ii) termination of the Account Contract,
  - iii) termination of Debit Card privileges, or
  - iv) otherwise upon request by the Financial Institution.
- d) The Depositor will be responsible for paying all legal fees and expenses incurred by the Financial Institution in terminating the Account.
- e) The Depositor's insolvency, bankruptcy, dissolution, or death will constitute an automatic revocation of the privileges associated with the Account.
- f) Any notice of termination shall not release the Depositor from any obligations incurred under the Member Contract prior to its termination. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in the Member Contract survive indefinitely after the termination of the Member Contract and apply to the extent permitted by law.

**7.3 NOTICES** – Any notice required or permitted to be given to the Financial Institution in connection with the Member Contract must be in writing and must be addressed and delivered to the Financial Institution at the address or fax number set forth in the Account Contract. Any notice required or permitted to be given to the Depositor in connection with the Member Contract may be given to the Depositor by delivering a written notice to the last known Notice Contact Information, or, except as to confidential financial information specific to the Depositor, by posting notice at the Financial Institution's premises or on the Financial Institution's website, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the notice to the attention of the Depositor.

**7.4 ELECTRONIC EXECUTION** – This Member Contract may be executed electronically at the discretion of the Financial Institution. Use of the Account shall be deemed to be acceptance of the Member Contract as of the date of first use, or in the case of a modification of the Account Contract, acceptance of the modified terms and conditions

**7.5 PROCEEDS OF CRIME LEGISLATION** – The Depositor acknowledges that the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations apply to the operation of the Account and that the Financial Institution will, from time to time, request information from the Depositor to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. The Depositor agrees to abide by and comply with all such requests.

**7.6 OTHER CLAIMS ON THE ACCOUNT** – If the Financial Institution receives notice of a possible claim against, or interest in, any of the Accounts under any court order, statutory demand, or under applicable family, domestic relations, matrimonial property, or similar legislation, a marriage agreement, or a separation agreement, the Financial Institution may refuse to permit the Depositor to have any dealings with any of the Accounts, even if funds stand to the credit in any such Account. The Financial Institution will not be liable for any loss or damage resulting from any refusal by the Financial Institution under this section.

**7.7 APPLICABLE LAW** – This Member Contract is governed by the laws of the jurisdiction of incorporation of the Financial Institution and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws

**7.8 ENUREMENT** – This Member Contract will take effect and continue for the benefit of and be binding upon each of the Financial Institution and the Depositor and their heirs, executors, successors, and assigns.

**7.9 SEVERABILITY** – This Member Contract will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Member Contract 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 Account Contract.

**7.10 NO WAIVER** – No waiver by the Financial Institution of any breach of or default under this Member Contract shall be deemed to be a waiver of any preceding or subsequent breach or default. The Financial Institution may, without notice, require strict adherence to the terms and conditions of this Account Contract, despite any prior indulgence granted to or acquiesced in by the Financial Institution.