TERMS & CONDITIONS

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

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

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

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

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

"Account Agreement" means the agreements for the operation of the Account.

"ATM" means an automated teller machine.

"Biller" means a person who uses the EDP Services to deliver bills and invoices to their customers electronically.

"Central 1" means Central 1 Credit Union.

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

"Debit Card" means a card, including a Smart Card, issued by the Financial Institution that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants.

"Delegate" means an Initiator Delegate and/or Read Only Delegate, as applicable.

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

"Direct Services for Small Business" means the services offered by the Financial Institution from time to time that let a Signing Officer access the Account using an Access Terminal; that let any Read Only Delegate view the Account using an Access Terminal; and that let any Initiator Delegate and/or Non Signer view the Account and start Transactions on the Account using an Access Terminal. However, Direct Services for Small Business do not include card services such as debit cards or smart cards, including those provided by a Third Party.

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

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

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

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

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

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

"External Account" means an account held at another Canadian financial institution in the Depositor's name, or in the case of the PFM Service in either the Depositor's or Signing Officer's name, on which the Depositor or Signing Officer has the authority to authorize Transactions either independently or with another Signing Officer.

"Financial Institution" means the financial institution set out in the Account Agreement.

"Initiator Delegate" means a person authorized by a Signing Officer through Direct Services for Small Business to start Transactions on the Account and to view the Account using an Access Terminal. An Initiator Delegate does not include a Read Only Delegate, a Non Signer, or a Signing Officer.

"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.

"Non Signer" means a person authorized by the Depositor through any other channel except through Direct Services for Small Business to start Transactions on the Account and to view the Account using an Access Terminal. A Non Signer does not include an Initiator Delegate, a Read Only Delegate, or a Signing Officer.

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

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

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

"Online Payment Service" means the online payment service provided by Acxsys Corporation (doing business as INTERAC Online) that facilitates the sending and receiving of money through Direct Services for Small Business, Central 1, and Everlink Payment Services Inc. to Participating Financial Institutions for the purchase of goods and services from Participating Merchants.

"PAC" means the personal access code or word used with Direct Services for Small Business to access an Account.

"PAD" means a Preauthorized Debit.

"Participating Financial Institution" means a financial institution participating in EMT Services and/or the Online Payment Service, as the case may be.

"Participating Merchant" means a merchant that offers the Online Payment Service as an online payment option on the merchant's website.

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

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

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

"Read Only Delegate" means a person authorized by a Signing Officer through Direct Services for Small Business to view the Account using an Access Terminal. A Read Only Delegate does not include an Initiator Delegate, a Non Signer, or a Signing Officer.

"Remote Deposit Service" means the remote deposit capture service provided by the Financial Institution and Central 1, and accessed through Direct Services for Small Business, that allows the Depositor, Signing Officer, Delegate, or Non Signer, using an Access Terminal and/or any other means authorized by the Financial Institution in its sole discretion from time to time, to create, transmit, and receive to the benefit of the Financial Institution an Official Image for deposit to the Account.

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

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

"Signing Officer" means any person authorized by the Depositor (or in the case of an unincorporated association, by the association) through any other channel except through Direct Services for Small Business, to sign Instruments or provide other orders for payments of money (either alone or with another person) on the Account, or to provide Remote Instructions or authorize other Transactions on the Account and for whom notice of such authorization has been given to the Financial Institution. A Signing Officer does not include an Initiator Delegate, a Read Only Delegate, or a Non Signer.

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

"Small Business" means any Depositor carrying on commercial activity through their Account, including, but not limited to, a sole proprietorship, partnership, corporation, society, holding corporation, joint venture, association, or other business organization.

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

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

2. **PERSONAL INFORMATION –** The Financial Institution may collect, use, and disclose the Depositor's and each Signing Officer's, Delegate's, and/or Non Signer's personal information in order to provide financial services and products to the Depositor, to verify or determine the Depositor's, Signing Officer's, Delegate's, or Non Signer's identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and the privacy policies of the Financial Institution. The Financial Institution may obtain, collect, use, and release confidential Depositor information as permitted or required by law or in a court proceeding or with the Depositor's consent or as necessary to process Transactions. If the Depositor subscribes for PFM Services, special terms and conditions will also apply, as more particularly set forth in the PFM Schedule for Consent and Disclosure for PFM Service ("PFM Special Terms") attached to and forming part of this Agreement.

3. **USE OF SERVICES –** The Depositor may use or authorize the use of Direct Services for Small Business for a Signing Officer to access any permitted Account and to authorize such Transactions as may be permitted by the Financial Institution from time to time, commencing upon the day these terms and conditions are accepted by the Depositor and the Depositor's request for Direct Services for Small Business is approved by the Financial Institution. The Depositor may authorize the use of Direct Services for Small Business for a Non Signer to access the Account and to start such Transactions as may be permitted by the Financial Institution from time to time. The Financial Institution may, from time to time, add to or delete from the types of use permitted and the Direct Services for Small Business offered.

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

4. **DELEGATES AND NON SIGNERS –** In this Agreement, the Depositor's responsibilities to the Financial Institution are to be performed by the Signing Officer and his or her Delegates. The Depositor authorizes the Signing Officer to use Direct Services for Small Business and to appoint Delegates. A Signing Officer can authorize a person to act as his or her Delegate on the Accounts through Direct Services for Small Business only. If appointed, the Delegate must be specifically authorized as either a Read Only Delegate or an Initiator Delegate.

   The Depositor acknowledges that the Financial Institution disclaims liability and is not responsible for the actions or omissions of Signing Officers, Non Signers, and Delegates or for determining the adequacy of their authority and that it is the Depositor's exclusive obligation to verify the identity of each such person at the time of his or her appointment by the Depositor.

   Further, the Depositor acknowledges that the Financial Institution disclaims liability and is not responsible to maintain in its records any identifying information on the Delegates and that the Depositor is solely responsible for ensuring that the Delegates have access to the Account.

   The Depositor acknowledges that the Delegates and the Non Signers have no rights to authorize Transactions on the Account.

   A Delegate or a Non Signer can request through Direct Services for Small Business that the Financial Institution cease printing or mailing statements of the Account to the Depositor.

   All Transactions started by an Initiator Delegate must have the authorization of a Signing Officer before being completed.

   All Transactions started by a Non Signer must have the authorization of a Signing Officer before being completed.

   At the request of the Financial Institution, the Depositor must provide full and current particulars of the identities of any and all Signing Officers, Delegates, and Non Signers who have any rights of access to any Accounts pursuant to Direct Services for Small Business.

5. **SERVICE CHARGES AND FEES –** The Depositor will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party. The Depositor will pay the service charges that the Financial Institution establishes, from time to time, for Direct Services for Small Business, including, without limitation, service charges for providing records regarding the Depositor that the Financial Institution is legally required to provide. The Depositor acknowledges receipt of a schedule of the Financial Institution's charges for Direct Services for Small Business in effect at the time of acceptance of this Agreement. The Financial Institution may, from time to time, increase or decrease the service charges for Direct Services for Small Business and provide notice of such changes by sending a notice to the Depositor's last known Notice Contact Information, by posting notice at the Financial Institution's premises or on the Financial Institution's website, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the change to the attention of the Depositor. Current service charges for Direct Services for Small Business may be obtained by contacting the Financial Institution or through the Financial Institution's website. The Depositor is responsible for determining the then current service charges for Direct Services for Small Business they request, in advance of requesting those services. By requesting Direct Services for Small Business, the Depositor agrees to pay service charges for the Direct Services for Small Business requested then in effect. The Financial Institution can deduct such obligations from the Account (or other accounts of the Depositor with the Financial Institution) when the service is requested or performed. New or amended service charges and fees will become effective on the earlier of the stated effective date following publication, when the service is requested or performed, or when incurred, and in any event, no later than 30 days after publication by the Financial Institution.

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

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

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

   b) the Depositor will be bound by each such Transaction; and

   c) once the PAC has been used to authorize a Transaction, the Transaction cannot be revoked or countermanded.

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

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

   The Depositor agrees, and shall ensure that each Delegate, Non Signer, and Signing Officer agrees, to keep the PAC confidential. The Depositor agrees, and shall ensure that each Delegate, Non Signer, and Signing Officer agrees, not to record the PAC in any format or medium. The Depositor, a Delegate, the Non Signer, and the Signing Officer may change the PAC at any time. The Depositor agrees, and shall ensure that each Delegate, Non Signer, and Signing Officer agrees, to change the PAC if and when required by the Financial Institution. The Depositor acknowledges, and shall ensure that each Delegate, Non Signer, and Signing Officer acknowledges, that the PAC must be changed if there is a change in the persons authorized to access the Account.

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

   The Depositor acknowledges that the Financial Institution may, from time to time, implement additional security measures, and the Depositor will comply, and will ensure that each Delegate, Non Signer, and Signing Officer complies, with all instructions and procedures issued by the Financial Institution in respect of such security measures. The Depositor is aware, and will ensure that each Delegate, Non Signer, and Signing Officer 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, and will ensure that each Delegate, Non Signer, and Signing Officer agrees, not to respond to such unsolicited communications and will only initiate communications with the Financial Institution either through the Financial Institution's internet banking website or through the Financial Institution's published contact information as shown on the Financial Institution's website.

If the Depositor or Signing Officer discloses the PAC to a Third Party, and if the Financial Institution becomes aware of such disclosure, the Financial Institution may, in its sole discretion, waive the confidentiality requirements described in this article 8, PIW and PAC Confidentiality, but only if such disclosure is for a reputable personal financial management service similar to that described in article 30, Personal Financial Management. Notwithstanding any such waiver, the Depositor acknowledges and agrees, and shall ensure that the Signing Officer acknowledges and agrees, that the Depositor remains responsible for all use of the PAC by the Third Party.

9. **REMOTE INSTRUCTIONS –** The Depositor or the Signing Officer may provide Remote Instructions to any branch of the Financial Institution as permitted by the Financial Institution, online through the Direct Services for Small Business web portal, or through the Financial Institution's telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or may concern other Transactions and arrangements conducted at or with that branch.

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

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

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

   Remote Instructions can be transmitted to the Financial Institution at the telephone or fax number or email address provided by the Financial Institution, or at such other telephone or fax number or email address as the Financial Institution may advise the Depositor by notice in writing, or online through the Direct Services for Small Business web portal. **Any 1 Signing Officer may act alone and provide Remote Instructions to the Financial Institution, even if 2 or more signatures are otherwise required to operate the Account.** The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as a Signing Officer is in fact a Signing Officer, 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.

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

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

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

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

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

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

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

13. **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, a Signing Officer, or any Third Party (and no Third Party will be considered to be acting as an agent for the Financial Institution unless expressly authorized to do so for that purpose);

    b) the inaccuracies in, or inadequacies of, any information furnished by the Depositor to the Financial Institution, including, but not limited to any failed, duplicative, or erroneous transmission of Remote Instructions;

    c) the failure by the Financial Institution to perform or fulfill any of its obligations to the Depositor due to any cause beyond the Financial Institution's control; or

    d) forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions or Instruments, or material alteration to an instruction, including Remote Instructions.

14. **RISKS AND DUTIES –** Except for loss caused exclusively by the Financial Institution's gross negligence or intentional or wilful misconduct, and subject to the limitations of liability in this Agreement or the Account Agreement, the Depositor assumes all risk of loss due to the use of Direct Services for Small Business, including, without limitation, the risk of Third Party fraud and internal fraud of the Depositor. The Depositor further agrees that they will notify the Financial Institution immediately:

    a) of any suspected or actual misuse or unauthorized use of the PAC and/or PIW; or

    b) if the PAC and/or PIW becomes known to anyone other than the Depositor; and

    c) if the Depositor receives Notification of any Transaction affecting the Account that alerts the Depositor of Account activity that was not authorized by them.

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

    The notification requirement above in b) does not apply if the Depositor or Signing Officer has disclosed the PAC to a Third Party for a personal financial management service similar to that described in article 30, Personal Financial Management.

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

    The Depositor acknowledges that the Depositor is liable for all transfers authorized by any Signing Officer to linked accounts. The Depositor bears all risk for all such Transactions.

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

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

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

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

    a) if the Depositor and/or a Signing Officer did not reveal the PIW to any other person, other than authorized Financial Institution agents or officers when required by the Financial Institution, or write it down or otherwise record it, and changed the

PIW when required by this Agreement, the Depositor will not be liable for any unauthorized use that occurs after the Financial Institution has received written notice from the Depositor that the PIW may have become known to someone other than the Depositor and/or a Signing Officer. The Financial Institution will not be considered to have received written notice until the Financial Institution gives the Depositor written acknowledgement of receipt of such notice;

b) if the Depositor, Delegate, Non Signer, and/or Signing Officer did not reveal the PAC to any other person, other than authorized Financial Institution agents or officers when required by the Financial Institution, or write it down or otherwise record it, and changed the PAC when required by this Agreement, the Depositor will not be liable for any unauthorized use that occurs after the Financial Institution has received written notice from the Depositor that the PAC may have become known to someone other than the Depositor, Delegate, Non Signer, and/or Signing Officer. The Financial Institution will not be considered to have received written notice until the Financial Institution gives the Depositor written acknowledgement of receipt of such notice; and

c) the Financial Institution will not otherwise be liable for any damages or other liabilities that the Depositor may incur by reason of the Financial Institution acting, or failing to act, on Remote Instructions given in the name of the Depositor whether or not the Depositor and/or a Signing Officer actually gave the Remote Instructions. The Financial Institution will not be liable for any damages or other liabilities that the Depositor may incur by reason of the Financial Institution acting, or failing to act, on no statement requests made by a Delegate and/or a Non Signer through Direct Services for Small Business whether or not the Depositor, Delegate, and/or Non Signer actually gave the Remote Instructions.

16. **PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS –** In the event of a problem with a Direct Services for Small Business Transaction or an unauthorized Direct Services for Small Business Transaction, the Depositor will report the issue immediately to the Financial Institution. The Financial Institution will investigate and respond to the issue on a timely basis. The Financial Institution will not unreasonably restrict the Depositor from the use of the Account subject to dispute, as long as it is reasonably evident that the Depositor or Signing Officer did not cause or contribute to the problem or unauthorized Transaction, has fully cooperated with the investigation, and has complied with this Agreement and the Account Agreement. The Financial Institution will respond to reports of a problem or unauthorized Transaction within 10 business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by the Depositor. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that the Depositor has complied with this Agreement and the Account Agreement and on the balance of probabilities it is shown that the Depositor and Signing Officer took all reasonable and required steps to:

a) protect the confidentiality of the PAC and PIW as required by this Agreement and the Account Agreement;

b) use security safeguards to protect against and detect loss, theft, and unauthorized access as required by this Agreement and the Account Agreement; and

c) act immediately, upon receiving a Notification of, or becoming aware of, an unauthorized Transaction, to mitigate against further loss and report the issue to the Financial Institution.

17. **ACCESS TERMINAL SECURITY –** If Direct Services for Small Business are made available through the Internet or a telephone service provider, the Depositor acknowledges that, although the Financial Institution uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at the risk of the Depositor. The Depositor acknowledges and shall ensure that any private Access Terminal used to access Direct Services for Small Business 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 each Delegate, Non Signer, and Signing Officer acknowledges that it is his or her personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. The Depositor further acknowledges, and shall ensure that each Delegate, Non Signer, and Signing Officer acknowledges, that to reduce the risk of unauthorized access to the Account through the Access Terminal, the Depositor will sign out of Direct Services for Small Business and, where applicable, close the browser when finished using it. The Depositor further acknowledges, and shall ensure that each Delegate, Non Signer, and Signing Officer acknowledges, that using public or shared computers and Access Terminals, or using Access Terminals in a public place, or through an open WiFi or shared Bluetooth portal, to access Direct Services for Small Business increases the risk of unauthorized access to the Account, and will take all reasonable precautions to avoid such use or inadvertent disclosure of the PAC and/or PIW.

18. **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 and employees having any role in the preparation of the Depositor's Instruments or conduct of Transactions, the Depositor's reconciliation of the statement of account for the Account, or other banking functions.

19. **LINKS –** If Direct Services for Small Business are made available through the Internet, the Financial Institution's website may provide links to other websites, including those of Third Parties who may also provide services to the Depositor. The Depositor acknowledges that all those other websites and Third Party services are independent from the Financial Institution's website and may be subject to separate agreements that govern their use. The Financial Institution and Central 1 have no liability for those websites or their contents or the use of Third Party services. Links are provided for convenience only, and the Depositor assumes all risk resulting from accessing or using such other websites or Third Party services.

20. **THIRD PARTY SERVICES –** The Financial Institution and Central 1 may, from time to time, make services provided by Third Parties available through Direct Services for Small Business or the Financial Institution's website. The Depositor acknowledges and agrees, and shall ensure that the Signing Officer acknowledges and agrees, that:

a) the Financial Institution and Central 1 make the services of Third Parties available through Direct Services for Small Business or the Financial Institution's website for the convenience of Depositors. The services are provided by the Third Party and not the Financial Institution or Central 1. The Depositor's relationship with the Third Party shall be a separate relationship, independent of the relationship between the Depositor and the Financial Institution and Central 1, and such a relationship is outside the control of the Financial Institution and Central 1;

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 though those services may be accessed by the Depositor, Signing Officer, Delegate, or Non Signer through Direct Services for Small Business or 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; and

f) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* may apply to the services provided by Third Parties and that the Third Parties may, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.

21. **INDEMNITY –** The Depositor agrees to indemnify and hold the Financial Institution and its service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the Depositor's use of Direct Services for Small Business. Depositors must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, the Depositor will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:

a) any of the Indemnified Parties making Direct Services for Small Business available to the Depositor;

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 the Delegate, and/or Non Signer through Direct Services for Small Business;

d) any Transaction that results in a negative balance in the Account; or

e) the consequences of any Transaction authorized by the Depositor or a Signing Officer.

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

22. **DIRECT SERVICES FOR SMALL BUSINESS ACKNOWLEDGEMENT –** The Depositor acknowledges and agrees that:

a) when transfers and bill payments are authorized through Direct Services for Small Business, funds are deemed irrevocably transferred out of the Account, and the Transaction cannot be revoked or countermanded by the Depositor;

b) anyone with access to the PAC and/or PIW may be able to access Direct Services for Small Business and may use the PAC and/or PIW to transfer money out of an Account, set up bill payment arrangements, make bill payments, and authorize any other Transaction;

c) the Financial Institution will not be liable in any way to the Depositor or any other person for processing or accepting on the Account any Transaction that results in the transfer of money out of the Account or in the payment of bills, even if the money is used for the benefit of a person other than the Depositor, or if bills owed by a person other than the Depositor are paid;

d) the Depositor will be liable for all Transactions conducted using Direct Services for Small Business, including Transactions that benefit a person other than the Depositor or that result in the payment of bills owed by a person other than the Depositor; and

e) a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.

23. NO STATEMENT REQUEST AND ONGOING VERIFICATION OBLIGATIONS – If, at the request of the Depositor (through the Depositor, Signing Officer, Delegate, or Non Signer), the Financial Institution agrees to cease printing and mailing statements of account for the Account to the Depositor, the Depositor acknowledges and agrees that:

a) the Depositor will be responsible to obtain (whether from the Financial Institution or using Direct Services for Small Business) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by no later than the end of the following calendar month (the "Notification Date"), notify the Financial Institution of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in any Instrument or other items, or of any forgeries, fraudulent or unauthorized Transactions of any type, and any debits wrongly made to the Account;

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 the Depositor has notified the Financial Institution in writing on or before the Notification Date), the Depositor agrees that:

i) the amount of the balances shown on the last day of the calendar month is correct and binding on the Depositor subject to the right of the Financial Institution to make reversals in accordance with this Agreement and the Account Agreement;

ii) all amounts charged to the Account are valid;

iii) the Depositor is not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month;

iv) the Depositor has verified the validity of any Instruments and instructions; and

v) the use of any service shown is correct.

The Depositor acknowledges that:

vi) notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by the Financial Institution and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back, made in error, or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly; and

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

c) Despite subsection b) above, if the Depositor has authorized PADs to be issued against any of the Accounts, the Depositor acknowledges that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:

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 commercial activities of the Depositor, the time period for making such a claim is 10 business days from the date of debiting.

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

24. BILL PAYMENTS MADE THROUGH DIRECT SERVICES FOR SMALL BUSINESS – The Depositor acknowledges and agrees that:

a) bill payments made through Direct Services for Small Business 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 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; and

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 non-payment or a delay in the processing of bill payments.

25. DIRECT SERVICES FOR SMALL BUSINESS AND THIRD PARTIES – In respect of all Direct Services for Small Business and any Third Party services made available by the Financial Institution, the Depositor shall not, and shall ensure that each Delegate, Non Signer, and Signing Officer does not:

a) use the services for an illegal, fraudulent, or defamatory purpose, and

b) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Direct Services for Small Business or Third Party services).

In the event of a breach of the provisions of a) or b), the Depositor's, the Delegate's, the Non Signer's, and/or the Signing Officer's participation in Direct Services for Small Business or any service provided by the Financial Institution or a Third Party may be suspended or terminated.

26. EDP SERVICES – If the Financial Institution through Direct Services for Small Business makes EDP Services available and the Depositor uses the EDP Services:

a) the Depositor consents to epost™ preparing, using, and disclosing reports relative to the performance and/or operation of the EDP Services, including statistical or performance reports and other analysis, compilation, and information about the EDP Services or the Depositor, and reports that pertain to the Depositor's involvement in and use of the EDP Services. The Depositor further consents to epost™ disclosing to Central 1 Depositor-specific data that consists of the total number of Billers for which the Depositor has registered, without identifying those Billers apart from the Financial Institution and its affiliates, and without identifying detailed data of the Depositor's viewing activities;

b) the Depositor acknowledges that epost™ will not respond directly to the Depositor with respect to any inquiries, requests, questions, complaints, or other issues relating to the EDP Services in any way, other than to direct the Depositor to the Financial Institution or the Biller; and

c) the Depositor acknowledges that the consents contained in a) above are requirements of the EDP Services and that if such consents are withdrawn, the Depositor's participation in the EDP Services may be suspended or terminated and any or all documents may not be presented via the EDP Services.

27. TRANSFERS WITH EXTERNAL ACCOUNTS – If the Financial Institution through Direct Services for Small Business enables the Depositor or a Signing Officer to authorize the transfer of funds between the Account and an External Account where the Depositor is also the account holder, then:

a) the Depositor agrees to inform the Financial Institution in writing of the External Accounts it wishes to link to the Account in a form acceptable to the Financial Institution;

b) the Financial Institution reserves the right to refuse to accept the External Account;

c) the Depositor agrees to provide the Financial Institution with the financial institution number, branch address or number, and the account number of the External Account the Depositor wishes to link to the Account. The Financial Institution reserves the right to verify the External Account. The Depositor acknowledges that such verification may require the exchange of personal information of the Depositor and/or Signing Officer, and the Depositor consents, and shall ensure that the Signing Officer consents, to such use and disclosure of personal information;

d) the Depositor and the External Account holder must provide authorization to establish the link between the Account and the External Account;

e) the Depositor agrees to not link the Account to an account that is not owned by the Depositor;

f) the Depositor acknowledges and agrees, and shall ensure that each Signing Officer, Delegate, and Non Signer agrees, that the Financial Institution, at its discretion, may limit the type of transfers that can be conducted between the Account and the External Account; specifically, whether Transactions will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account;

g) the Depositor may only link an Account denominated in Canadian dollars to an External Account denominated in Canadian dollars, or an Account denominated in US dollars to an External Account denominated in US dollars, and only if the External Account is with a financial institution domiciled in Canada;

h) the Financial Institution reserves the right to limit the number of External Accounts that can be linked to the Account;

i) the Financial Institution reserves the right to limit the dollar amount of Transactions to or from the External Account;

j) the Financial Institution reserves the right to limit the number of Transactions to or from the External Account;

k) the Financial Institution reserves the right to hold funds on the Transaction amount;

l) the Depositor consents, and shall ensure that each Signing Officer, Delegate, and Non Signer consents, to the disclosure to the financial institution that holds the External Account of any personal information provided to the Financial Institution with respect to Transactions to or from the External Account. The Depositor also consents, and shall ensure that each Signing Officer, Delegate, and Non Signer consents, to the disclosure to the Financial Institution of any personal information provided to the financial institution holding the External Account of any personal information provided to such financial institution with respect to Transactions to or from the External Account;

m) funds usually arrive in the Depositor's External Account or Account within 3 to 5 business days from the day the Transaction is authorized. The Financial Institution cannot guarantee the date of deposit to the Account or External Account. The Financial Institution and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in the processing of Transactions;

n) all deposits or withdrawals will be reversed if the Transaction cannot be delivered or if it is returned for any reason; and

o) the Depositor agrees that for security or risk management purposes and at the Financial Institution's discretion, a nominal sum may be credited to the External Account once per year.

28. TRANSFERS WITH LINKED ACCOUNTS – If the Financial Institution through Direct Services for Small Business enables the Depositor, the Signing Officer, and/or the Non Signer to link multiple Accounts to a single user name to allow the Depositor, the Signing Officer, and/or the Non Signer to access the Accounts from a single user name, it will not constitute merging the Accounts. If the Accounts are linked through Direct Services for Small Business, then:

a) the Financial Institution reserves the right to refuse to accept any Account;

b) the Depositor agrees, and shall ensure that each Signing Officer and Non Signer agrees, that the Financial Institution, at its discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;

c) the Financial Institution reserves the right to limit the number of Accounts that can be linked;

d) the Financial Institution reserves the right to limit the dollar amount of Transactions made to or from a linked Account;

e) the Financial Institution reserves the right to limit the number of Transactions made to or from a linked Account;

f) the Financial Institution reserves the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by the Financial Institution, during which time the Transaction or portion thereof will not be accessible to the Depositor;

g) the Depositor agrees, and shall ensure that each Signing Officer and Non Signer agrees, that the Financial Institution cannot guarantee the date of a Transaction to and/or from a linked Account. The Financial Institution and Central 1 will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of Transactions; and

h) all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.

29. EMT SERVICES – If the Financial Institution through Direct Services for Small Business makes EMT Services available and the Depositor or Signing Officer authorizes the use of EMT Services, the Depositor acknowledges and agrees, and shall ensure that each Signing Officer, Delegate, and Non Signer agrees, that:

a) the EMT Services are only available in Canadian dollars;

b) the Account will be debited as soon as the Depositor or Signing Officer authorizes a Transaction, and the Financial Institution may hold the Transaction amount until the recipient successfully claims the Transaction or the Transaction is cancelled. The Financial Institution has no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, the Financial Institution is deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the Transaction or the Transaction is cancelled;

c) Transactions sent and received through the EMT Services are subject to number and dollar limits that may change from time to time without prior notice to the Depositor;

d) the Financial Institution will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by the Financial Institution, Acxsys Corporation, or a Participating Financial Institution;

e) an EMT Notice advising the recipient of the Transaction will be generated approximately 30 minutes after the Depositor or Signing Officer originates or authorizes the Transaction;

f) as the sender or authorizer, the Depositor or Signing Officer will keep the EMT Answer confidential and will not disclose it or share it with anyone but the intended recipient;

g) the recipient must correctly provide the EMT Answer to claim or decline the Transaction;

h) the Financial Institution, the other Participating Financial Institution, and Acxsys Corporation or Acxsys Corporation's agents are entitled to pay the Transaction amount to anyone who, using the EMT Services, claims to be the recipient and successfully provides the EMT Answer;

i) the Financial Institution will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or obtaining the EMT Answer;

j) as the sender or authorizer, the Depositor or Signing Officer will not include the EMT Answer in the Transaction details;

k) as the recipient or receiver, the Depositor or Signing Officer will not disclose the EMT Answer except as required to claim or decline the Transaction;

l) the recipient may claim a Transaction using the online banking services of the Financial Institution or another Participating Financial Institution or through the Acxsys Corporation payment service;

m) if the recipient declines a Transaction that the Depositor initiated, the Transaction will be returned to the Depositor;

n) funds usually arrive in the recipient's account within 3 to 5 business days from the day the recipient successfully claims the Transaction. The Financial Institution cannot guarantee the date of deposit;

o) if the Depositor is the Sender, the Transaction will be returned to the Depositor if the recipient does not claim the Transaction within 30 days of the date the Transaction is initiated, if the Transaction cannot be successfully sent to the recipient's EMT Contact Information as provided by the Depositor, or if the recipient declines the Transaction. The Depositor is responsible for providing the recipient's correct EMT Contact Information and further agrees that the recipient has consented to the Depositor's use of the EMT Contact Information for EMT Services purposes, including its provision to the Financial Institution, the other Participating Financial Institution, and Acxsys Corporation;

p) if the recipient successfully claims the Transaction using the Acxsys Corporation payment service but provides incorrect account information, Acxsys Corporation or its agent may request correct account information from the recipient or may mail an Instrument to the recipient. The Financial Institution will not pay interest on the Transaction amount;

q) the Financial Institution may cancel a Transaction if it has reason to believe that a mistake has occurred or if it believes that the Transaction is a product of unlawful or fraudulent activity;

r) the Depositor is responsible for providing valid EMT Contact Information and will immediately update it via Direct Services for Small Business if there are any changes to said EMT Contact Information;

s) as the sender or authorizer, the Depositor or Signing Officer may cancel a Transaction up to the time the recipient successfully claims the Transaction. As the recipient or receiver, the Depositor or Signing Officer acknowledges that a Transaction may be cancelled up to the time the Depositor or Signing Officer successfully claims the Transaction;

t) all disputes will be handled directly between the sender and the recipient;

u) the Financial Institution may refuse to provide EMT Services for the Depositor; and

v) the Financial Institution will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction or for Transactions claimed by someone other than the intended recipient.

30. PERSONAL FINANCIAL MANAGEMENT – If the Financial Institution, through Direct Services for Small Business, makes the PFM Service available, the Depositor agrees, and shall ensure that before permitting a Signing Officer to access and use PFM Services, the Signing Officer agrees, that the terms and conditions in this article 30, Personal Financial Management, govern the Depositor's and the Signing Officer's use of the PFM Service, and are binding upon each of them. If there is any conflict between these PFM Service terms and conditions and the terms and conditions in the rest of this Agreement, then these PFM Service terms and conditions will apply in respect of the PFM Service. In addition, if the Depositor subscribes for PFM Services, special terms and conditions will also apply, as more particularly set forth in the PFM Special Terms attached to and forming part of this Agreement. If there is any conflict between the PFM Special Terms and the terms and conditions in the rest of this Agreement or in respect of this article 30, then the PFM Special Terms will apply for the PFM Service. Further:

a) in connection with the PFM Service, the Depositor agrees, and shall ensure that the Signing Officer agrees, to provide true, accurate, current, and complete information about the Depositor, External Account, asset, and/or liability when required by the Financial Institution. Further, the Depositor agrees, and shall ensure that the Signing Officer agrees, to notify the Financial Institution of any changes to such information within a reasonable period of time;

b) the Depositor agrees, and shall ensure that the Signing Officer agrees, to inform the Financial Institution, through Direct Services for Small Business, of the External Account, asset, or liability it wishes to link or add to the PFM Service;

c) the Financial Institution and the PFM Service provider each, individually, have the right, in their sole discretion, to refuse to link or add an External Account, asset, or liability to the PFM Service for any reason, including, but not limited to, inability, cost, or inconvenience of linking or adding the External Account to the PFM Service;

d) the Depositor agrees, and shall ensure that the Signing Officer agrees, to provide the Financial Institution with the online access credentials (e.g. user name, password, security questions, security question answers) of the External Account the Depositor or Signing Officer wishes to link to the PFM Service, and that the PFM Service provider will store such online access credentials on behalf of the Depositor. The Financial Institution reserves the right to verify the External Account;

e) the Depositor or Signing Officer must provide authorization to establish the link between the PFM Service and the External Account, or to add the asset or liability to the PFM Service;

f) the Depositor agrees, and shall ensure that the Signing Officer agrees, to not link, or add, to the PFM Service an External Account, asset, or liability that is not owned by the Depositor or Signing Officer, as the case may be;

g) the Financial Institution reserves the right to limit the number of External Accounts, assets, and/or liabilities that can be linked or added to the PFM Service;

h) the Depositor agrees, and shall ensure that the Signing Officer agrees, that the PFM Service may, from time to time, access the External Account to ensure that the personal financial information on file is current, and to update the personal financial information on file if it is not, using information retrieved from the External Account. Such access will be at the discretion of the PFM Service provider and will typically occur when the Depositor or Signing Officer accesses Direct Services for Small Business, but may be more or less frequent;

i) the Depositor acknowledges and agrees, and shall ensure that the Signing Officer acknowledges and agrees, that any information provided by the Depositor or Signing Officer about an asset or liability that is not under an External Account or the Account, is provided at the sole discretion of the Depositor or Signing Officer, as the case may be. Further, the Depositor agrees, and shall ensure that the Signing Officer agrees, that it is the Depositor's or Signing Officer's responsibility, as the case may be, to keep such information current;

j) the Depositor agrees, and shall ensure that the Signing Officer agrees, to only use content delivered through the PFM Service on the PFM Service. The Depositor or Signing Officer must not copy, reproduce, distribute, or create derivative works from this content. Further, the Depositor agrees, and shall ensure that the Signing Officer agrees, not to reverse engineer or reverse compile any of the PFM Service technology, including, but not limited to, any Java applets associated with the PFM Service;

k) the Depositor agrees, and shall ensure that the Signing Officer agrees, to license to Central 1, its service providers, and the PFM Service provider, any information, data, passwords, materials, or other content (collectively, "Content") the Depositor or Signing Officer provides through or to the PFM Service. Central 1 and the PFM Service provider may use, modify, display, distribute, and create new material using such Content to provide the PFM Service to the Depositor or Signing Officer. By submitting Content, the Depositor automatically agrees, or promises that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Central 1 and the PFM Service provider may use the Content for the purposes set out above. By the Signing Officer submitting Content, the Depositor shall ensure that the Signing Officer agrees, or promises that the owner of such Content has expressly agreed that, without any particular time limit and without the payment of any fees, Central 1 and the PFM Service provider may use the Content for the purposes set out above. As between Central 1 and the PFM Service provider, Central 1 owns the Depositor's or Signing Officer's confidential account information;

l) for the purposes of the PFM Service, the Depositor hereby grants, and shall ensure that the Signing Officer grants, Central 1 and the PFM Service provider a limited power of attorney, and appoints Central 1 and the PFM Service provider as the Depositor's or Signing Officer's true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for the Depositor or Signing Officer and in the Depositor's or Signing Officer's name, place, and stead, in any and all capacities, to access Third Party Internet sites, servers, or documents, retrieve information, and use the Depositor's or Signing Officer's information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as the Depositor or Signing Officer might or could do in person. **The Depositor further acknowledges and agrees, and shall ensure that the Signing Officer further acknowledges and agrees, that when Central 1 or the PFM Service provider accesses and retrieves information from Third Party sites, Central 1 and the PFM Service provider are acting as the Depositor's or Signing Officer's agent, and not the agent of or on behalf of the Third Party.** The Depositor further agrees, and shall ensure that the Signing Officer further agrees, that such Third Parties shall be entitled to rely on the foregoing authorization, agency, and limited power of attorney granted by the Depositor or Signing Officer, as the case may be. The Depositor further acknowledges and agrees, and shall ensure that the Signing Officer further acknowledges and agrees, that the PFM Service is not endorsed or sponsored by any Third Party accessible through the PFM Service. Notwithstanding the foregoing, this provision shall not be deemed to in any way diminish the Depositor's duties and responsibilities to personally access and review the External Accounts and to otherwise comply with the agreements in place with Third Parties holding those External Accounts, nor shall any right of access to information granted by the Depositor pursuant to this Agreement create any obligation on the part of the Financial Institution, Central 1, or the PFM Service provider to monitor or warn the Depositor of any unusual or unauthorized account activity on any Account or any External Accounts;

m) the Depositor acknowledges and agrees, and shall ensure that the Signing Officer acknowledges and agrees, that use of the PFM Service and all information, products, and other content (including that of Third Parties) included in or accessible from the PFM Service is at the Depositor's or Signing Officer's sole risk, as the case may be. The PFM Service is provided on an "as is" and "as available" basis. The Financial Institution, Central 1, and the PFM Service provider expressly disclaim all warranties of any kind as to the PFM Service and all information, products, and other content (including that of Third Parties) included in or accessible from the PFM Service, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement;

n) the Depositor acknowledges and agrees, and shall ensure that the Signing Officer acknowledges and agrees, that the Financial Institution, Central 1, and the PFM Service provider make no warranty that:

   i) the PFM Service will meet the Depositor's or Signing Officer's requirements,

   ii) the PFM Service will be uninterrupted, timely, secure, or error-free,

   iii) the results that may be obtained from the use of the PFM Service will be accurate or reliable,

   iv) the quality of any products, services, information, or other material purchased or obtained by the Depositor or Signing Officer through the PFM Service will meet the Depositor's or Signing Officer's expectations, or

   v) any errors in the technology will be corrected;

o) the Depositor acknowledges and agrees, and shall ensure that the Signing Officer acknowledges and agrees, that any material downloaded or otherwise obtained through the use of the PFM Service is done at the Depositor's or Signing Officer's own discretion and risk and that the Depositor or Signing Officer, as the case may be, is solely responsible for any damage to the Depositor's or Signing Officer's computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by the Depositor or Signing Officer from the Financial Institution, Central 1, or the PFM Service provider through or from the PFM Service will create any warranty not expressly stated in these terms;

p) the Depositor agrees, and shall ensure that the Signing Officer agrees, that none of the Financial Institution, Central 1, or the PFM Service provider, nor any of their affiliates, account providers, or any of their affiliates will be liable for any harms, whether direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if the Financial Institution, Central 1, or the PFM Service provider has been advised of the possibility of such damages, resulting from:

   i) the use or the inability to use the PFM Service,

   ii) the cost of getting substitute goods and services,

   iii) any products, data, information, or services purchased or obtained, or messages received or transactions entered into, through or from the PFM Service,

   iv) unauthorized access to or alteration of the Depositor's or Signing Officer's transmissions or data,

   v) statements or conduct of anyone on the PFM Service,

   vi) the use, inability to use, unauthorized use, performance or non-performance of any Third Party site, even if the Third Party has been advised previously of the possibility of such damages, or

   vii) any other matter relating to the PFM Service;

q) the Depositor agrees to protect and fully compensate the Financial Institution, Central 1, and the PFM Service provider and their affiliates from any and all Third Party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorney fees) caused by or arising from the Depositor's or Signing Officer's use of the PFM Service, violation of article 30, Personal Financial Management, or infringement, or infringement by any other user of the Depositor's Account, of any intellectual property or other right of anyone; and

r) the Depositor agrees, and shall ensure that the Signing Officer agrees, that the PFM Service provider is a Third Party beneficiary of the terms and conditions in this article 30, Personal Financial Management, with all rights to enforce such provisions as if the PFM Service provider were a party to the agreements the Depositor has provided in this article 30, Personal Financial Management.

31. REMOTE DEPOSITS – If the Financial Institution, through Direct Services for Small Business, makes the Remote Deposit Service available and the Depositor, Signing Officer, Delegate, or Non Signer uses the Remote Deposit Service, the Depositor acknowledges and agrees, and shall ensure that each Signing Officer, Delegate, and Non Signer agrees, that:

a) solely for the Remote Deposit Service, the Financial Institution appoints the Depositor as its agent, to act on behalf of the Financial Institution in the creation and transmission of an Official Image to the Financial Institution, and any other related duties that may be required by the Financial Institution, all in accordance with the Rules and applicable legislation governing Instruments. In this context, transmission to and receipt by the Financial Institution of the Official Image will have the same effect as if the Instrument was delivered to a branch of the Financial Institution for negotiation and clearing. The Depositor acknowledges and agrees, and shall ensure that each Signing Officer and Delegate acknowledges and agrees, that this role as agent cannot be further delegated by the Depositor. Further, the Depositor acknowledges and agrees, and shall ensure that the Signing Officer and Delegate acknowledges and agrees, that the Depositor, Signing Officer, and Delegate shall each be personally responsible and liable for:

   i) compliance with this Agreement,

   ii) maintaining adequate security over any Access Terminal used and the location of use of the Access Terminal and any passwords so as to prevent use by others or interception of data transmitted,

   iii) ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill,

   iv) maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images, and

   v) verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and f-or providing immediate notice to the Financial Institution of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service;

b) the Financial Institution may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of the Financial Institution, subject to the Account Agreement and any policies of the Financial Institution negotiable Instruments;

c) the creation of an Official Image will be done using a method authorized by the Financial Institution, in its sole discretion, from time to time. Further, the Depositor agrees to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of the Depositor's Account;

d) nothing in this Agreement obliges the Financial Institution to accept for deposit any item whether it is or purports to be an Official Image. The Depositor shall not purport to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by the Depositor from anyone other than the drawer of that item, or that is in any way altered. If the Depositor, Signing Officer, or Delegate has any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then the Depositor, Signing Officer, or Delegate, as the case may be, shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but the Depositor or Signing Officer, as the case may be, will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to the Financial Institution, and fully disclose all material facts known by the Depositor, Signing Officer, or Delegate, as the case may be, relating to that item and fully cooperate with any inquiry or investigation of the concerns;

e) under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars or United States dollars, drawn on a financial institution domiciled in Canada or the United States, as and if applicable, in the sole discretion of the Financial Institution from time to time. The Depositor shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account. United States dollar Instruments shall only be deposited to a United States dollar Account;

f) Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to the Depositor;

g) any Transaction made on any day or at any time during which the Financial Institution is not open for business, may be credited to the Account on the next business day of the Financial Institution;

h) once an Official Image of an Eligible Bill has been transmitted to the Financial Institution through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless the Depositor is requested to do so by the Financial Institution in writing. Further, the Depositor agrees to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, the Depositor agrees to indemnify and hold the Financial Institution and its service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the Depositor's use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. The Depositor must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, the Depositor will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;

i) on transmission of an Official Image of an Eligible Bill to the Financial Institution, the Depositor is responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill. (For example: This can be done by writing "void" or "paid" or placing a diagonal stroke across the face of the item with a pencil, pen, or brightly colored highlighter.) For a period of 120 days after transmission of the Official Image to the Financial Institution, or such shorter period as stipulated by the Financial Institution in writing, the Depositor shall retain and produce to the Financial Institution immediately on written request the original of all imaged Eligible Bills. If the Depositor receives a written request to retain or produce, the Depositor will comply with the written request, and shall, if requested, produce, by delivering to the Financial Institution, the original of all specified Eligible Bills within 5 business days of such request. If the Depositor fails to comply with the written request made pursuant to this provision, then the Financial Institution can place a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after an Official Image has been transmitted to the Financial Institution through the Remote Deposit Service or such shorter period as stipulated by the Financial Institution in writing, and provided that the Depositor has verified a credit to the Account that reconciles to the Official Image transmitted, the Depositor **agrees and shall ensure that each Signing Officer, Delegate, and Non Signer agrees, to immediately proceed with destruction of the original of the Eligible Bill.** Destruction methods include shredding, pulping, burning, or any other means that ensures that the original Instrument cannot be reused;

j) the Depositor is responsible for any and all costs associated with obtaining a replacement Instrument in the event that the Financial Institution requests that the Depositor re-transmit an Official Image in accordance with h) above, and the original Instrument was destroyed in accordance with i) above or otherwise lost;

k) in the Financial Institution's sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to the Depositor at the Notice Contact Information after the Depositor uses the Remote Deposit Service to transmit an Official Image, including to advise the Depositor of the receipt by the Financial Institution of an Official Image. To receive such electronic notices, the Depositor must provide the Notice Contact Information required by the Financial Institution;

l) an electronic notice, if any, sent in connection with the Remote Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by the Financial Institution or that the Account will be credited; and

m) the Financial Institution will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or the Financial Institution requiring the Depositor to obtain another Instrument.

32. ONLINE PAYMENT – If the Financial Institution, through Direct Services for Small Business, makes the Online Payment Service available and the Depositor or Signing Officer authorizes the use of the Online Payment Service, the Depositor acknowledges and agrees, and shall ensure that each Signing Officer agrees, that:

a) if the Depositor has previously provided notice to the Financial Institution that Transactions through Direct Services for Small Business require the authorization of more than one Signing Officer, the Financial Institution will not allow the Depositor to use the Online Payment Service. For further certainty, the Depositor or any Signing Officer, acting alone, can authorize a Transaction through the Online Payment Service;

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 the Depositor or Signing Officer through the appropriate online payment option available on the website of a Participating Merchant. For further certainty, an Initiator Delegate, Read Only Delegate, or Non Signer cannot use the Online Payment Service;

d) as soon as the Depositor or Signing Officer authorizes a Transaction through the Online Payment Service, and provided that there are available funds or credit, the amount of the Transaction will be withdrawn from the Account or a hold will be placed in the amount of the Transaction. The Financial Institution will hold the Transaction amount until the Participating Merchant successfully claims the Transaction or 30 minutes have elapsed, whichever comes first. The Financial Institution has no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, the Financial Institution is deemed to have a security interest in the Transaction amount from the time the Account is held until the Participating Merchant successfully claims the Transaction or the hold is removed;

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 the Depositor;

f) the Financial Institution will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by the Financial Institution, Acxsys Corporation, a Participating Merchant, Everlink Payment Services Inc., or a Participating Financial Institution;

g) the Financial Institution, the Participating Financial Institution, and Central 1 are entitled to pay the Transaction amount to anyone who claims to be the Participating Merchant and provides the payment authorization details within 30 minutes of the Transaction being authorized by the Depositor or Signing Officer;

h) the Financial Institution will not be liable for losses or damages incurred as a result of a person other than the intended Participating Merchant receiving the Transaction amount;

i) if the Participating Merchant cancels, declines, or fails to claim a Transaction that the Depositor or Signing Officer authorized, the Transaction amount will be reinstated after 30 minutes have elapsed since the Transaction was authorized. However, the Financial Institution cannot guarantee the date or time that the hold on the Transaction amount will be removed;

j) the Financial Institution or Central 1 may cancel a Transaction 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 the Depositor or Signing Officer;

l) all disputes, including requests for refunds, will be handled directly between the Depositor or Signing Officer and the Participating Merchant without the participation of the Financial Institution or any other party. A refund, if any, may be received through Direct Services, Central 1, and Everlink Payment Services Inc., for credit to the Account, or through such other method the Participating Merchant deems appropriate;

m) the Financial Institution may refuse, in its sole discretion, to provide the Online Payment Service for the Depositor;

n) in the Financial Institution's sole discretion, electronic Notifications for purposes related to the Online Payment Service may be generated and sent to the Depositor at the Notice Contact Information after the Depositor or Signing Officer authorizes a Transaction, including to advise the Depositor that the Account has been debited. To receive an electronic Notification, the Depositor must provide the Notice Contact Information required by the Financial Institution;

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 the Depositor has successfully purchased the product or service from the Participating Merchant; and

p) the Financial Institution will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of using the Online Payment Services, including, but not limited to, a delay in processing a Transaction or a Participating Merchant failing to claim a Transaction.

33. VIEWING CHEQUE IMAGING – The Financial Institution may, in connection with Direct Services for Small Business, permit the Delegate, Non Signer, and/or Signing Officer to view and print images of Instruments drawn on the Account and such images may be made available before the Financial Institution has determined whether the Instrument will be honoured or accepted. The Depositor acknowledges and agrees that such images are made available by the Financial Institution as a service to the Depositor and the provision of such images does not mean that the Transaction has been processed, nor does it in any way oblige the Financial Institution to honour or accept the Instrument.

34. VIEWING DOCUMENTS – The Financial Institution may, in connection with Direct Services for Small Business, permit the Delegate, Non Signer, and/or Signing Officer to view and print images of documents. The Depositor acknowledges and agrees that such images are made available by the Financial Institution as a service to the Depositor and the provision of such images does not in any way oblige the Financial Institution to permit the Delegate, Non Signer, and Signing Officer to view and print images of documents.

35. MODIFICATION OF AGREEMENT – The Financial Institution may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to the Depositor's future use of Direct Services for Small Business from time to time, for any reason, without any liability to the Depositor or any other person. The Financial Institution may provide notice of a change to this Agreement by mailing notice to the Depositor's last known address, by posting notice at the Financial Institution's premises, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the modification to the attention of the Depositor. The Depositor is responsible for regularly reviewing the terms and conditions of this Agreement. If the Depositor uses the Direct Services for Small Business after the effective date of an amendment to this Agreement, it will mean that the Depositor agrees to the amendment and adopts and is bound by the newer version of this Agreement. The Depositor must not change, supplement, or amend this Agreement by any means.

36. OTHER AGREEMENTS – In addition to this Agreement, the terms and conditions of the Account Agreement between the Depositor and the Financial Institution will apply to Direct Services for Small Business and to Transactions made under this Agreement, except as expressly provided otherwise in this Agreement. If there is a conflict between the terms and conditions of the Account Agreement or any other agreements between the Depositor and the Financial Institution and the terms and conditions of this Agreement, then the terms and conditions of this Agreement will apply in respect of Direct Services for Small Business. There are no representations or warranties made by the Financial Institution to the Depositor concerning Direct Services for Small Business except for the representations, warranties, and obligations of the Financial Institution as expressly set out in this Agreement. Any advice, information, or statements provided by the Financial Institution, Central 1, or their service providers, agents, or their representatives, whether oral or written, will not create any representation, warranty, or condition, or vary or amend this Agreement, including the above liability exclusions, liability limitations, release and indemnity provisions, and the Depositor may not rely upon any such advice or information.

37. NOTICES – Any notice required or permitted to be given to the Financial Institution in connection with this Agreement must be in writing and must be addressed and delivered to the Financial Institution at the address or fax number set forth on the Account Agreement. Any notice required or permitted to be given to the Depositor in connection with this Agreement may be given to the Depositor by delivering a written notice to the Depositor's 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.

38. TERMINATION – This Agreement may be terminated by either the Financial Institution or the Depositor on not less than 1 business day's prior written notice. Any notice of termination shall not release the Depositor from any obligations under this Agreement.

39. ELECTRONIC EXECUTION – This Agreement may be executed electronically. Use of Direct Services for Small Business 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.

40. APPLICABLE LAW – This Agreement is governed by the laws of the province of the Account, or if more than 1 Account, then the jurisdiction of incorporation of the Financial Institution and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

41. ENUREMENT – This Agreement will take effect and continue for the benefit of and be binding upon each of the Financial Institution and the Depositor and their successors and assigns.

42. PROCEEDS OF CRIME LEGISLATION – The Depositor acknowledges that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* apply to the operation of the Account and that the Financial Institution will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. The Depositor agrees, and shall ensure that any Signing Officer, Delegate, and/or Non Signer agrees, to abide by and comply with all such laws and procedures.

43. 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.

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

45. 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.

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

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

2. **PERSONAL FINANCIAL MANAGEMENT ACCOUNT LINKING CONSENT –** The Depositor understands that the Personal Financial Management tool and account linking service, defined in the Agreement as the "PFM Service", is being offered through the Depositor's Financial Institution in coordination with Central 1 Credit Union ("Central 1") and by Yodlee Inc. ("Yodlee") and that it is an express requirement of Yodlee that if the Depositor wishes to subscribe, access, or use the PFM Service that the Depositor must consent to amendments and incorporation of certain terms to the Agreement with the Financial Institution as more particularly set forth in the Mandatory Provisions for Customer Agreement as set forth in the Schedule I below, (the "Mandatory Provisions"). The Depositor understands that subscription to the PFM Service, whether by linking Accounts at the Financial Institution alone or with External Accounts at Third Party institutions will require that the Depositor share certain otherwise confidential and personal information to engage the PFM Service.

3. **PFM DISCLOSURE OF ACCESS CODE AND CONFIDENTIAL INFORMATION TO LINKED ACCOUNTS –** The Depositor authorizes the Financial Institution, Central 1, and their respective agents, representatives, and service providers, (collectively referred to solely for purposes of this PFM Special Terms as the "F.I. Affiliates") as well as Yodlee, to collect, use, and disclose the Depositor's personal information, including the Depositor's personal access codes, in order to link the External Accounts to the Depositor's Account with the Financial Institution, and periodically access the External Accounts to update the Depositor's personal information and to perform data analytics on all linked accounts to present information and reports to the Depositor and make available to the Depositor and the Depositor's Financial Institution, a personal financial management summary of all of the Depositor's linked accounts and transactions thereon. Notwithstanding the foregoing, this provision shall not be deemed to in any way diminish the Depositor's duties and responsibilities to personally access and review the External Accounts and to otherwise comply with the agreements in place with Third Parties holding those External Accounts, nor shall any right of access to information granted by the Depositor pursuant to this Agreement create any obligation on the part of the Financial Institution, Central 1, or the PFM Service provider to monitor or warn the Depositor of any unusual or unauthorized account activity on any Account or any External Accounts. The Depositor understands that the institutions holding the Depositor's External Accounts may prohibit disclosure of the Depositor's personal access codes, and that it is the Depositor's responsibility to confirm that the Depositor's personal access codes can be disclosed to Yodlee for the purpose of linking the External Accounts. This will not be confirmed by the Financial Institution, the F.I. Affiliates, or Yodlee.

4. **PFM SERVICE DISCLAIMER –** The Depositor confirms that the Depositor is permitted to link the Depositor's External Accounts, and the Depositor accepts all risk associated with the linking of the Depositor's Financial Institution Account to the Depositor's External Accounts, including all risk associated with disclosure of the Depositor's personal access codes. The Depositor agrees and acknowledges that the Financial Institution or any F.I. Affiliate is not responsible or liable for any loss, harm, or damage, of any kind, related to or arising from linking the Depositor's Financial Institution Account with the Depositor's External Accounts, or arising from disclosure of the Depositor's personal access codes for purposes of linking the Depositor's External Accounts, to the extent permitted by law, subject to the Financial Institution or F.I. Affiliate being liable for the consequences of their own act and that of its representatives.

5. **MARKETING CONSENT FOR PFM SERVICE –** The Depositor understands that if the Depositor has previously provided to the Financial Institution a marketing consent to receive promotional offers, then the Financial Institution, and its agents, representatives, and service providers will use the information from the Depositor's linked accounts to provide promotional and marketing information to the Depositor.

6. **UNSUBSCRIBE FROM PFM SERVICE –** The Depositor can withdraw the Depositor's consent for the collection, use, and disclosure of the Depositor's personal information at any time by contacting the Financial Institution, at [mailing address] or [telephone number, email address, and/or website address]. If the Depositor withdraws the Depositor's consent, the Financial Institution may no longer be able to provide certain services, including, but not necessarily limited to PFM Services. The Depositor understands that certain additional integrated services offered by the Financial Institution may no longer be available.

7. **ASSET/LIABILITY CONSENT –** The Depositor understands that the PFM Service can keep track and provide the Depositor with comprehensive specific analysis of the Depositor's financial situation only if the Depositor keeps such information complete and current and that if the Depositor does not do so, that the reports and analytics performed as part of the PFM Service will be incomplete and may contain erroneous information. The Depositor authorizes the Financial Institution and the F.I. Affiliates to collect, use, and disclose the Depositor's personal information in order to add, modify, or delete reference to the asset(s) or liability(ies) to the Depositor's Account with the Financial Institution, whether in the future or the past. The Depositor understands and agrees that the Depositor is responsible for keeping the Depositor's asset and liability information current.

SCHEDULE I — MANDATORY PROVISIONS FOR CUSTOMER AGREEMENT

1. **PROVIDE ACCURATE INFORMATION –** You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

2. **PROPRIETARY RIGHTS –** You are permitted to use content delivered to you through the PFM Service only on the PFM Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the PFM Service technology, including, any Java applets associated with the PFM Service.

3. **CONTENT YOU PROVIDE –** You hereby grant to the Financial Institution and its service providers, including Central 1 and Yodlee Inc. (collectively, "**Service Providers**") a license to use any information, data, passwords, materials or other content (collectively, "**Your Content**") that you provide through or to the PFM Service for the following purposes:

   a) to provide the PFM Service to you;

   b) to provide you with access to Your Content through other similar services provided by Yodlee Inc. to other financial institutions; and

   c) to provide those other financial institutions with information regarding all of the accounts that you have registered with the PFM Service so that they may use the information to provide or offer additional or complementary services to you (collectively, the "**Permitted Purposes**").

   The Financial Institution and Service Providers may use, modify, display, distribute and create new material using Your Content for the Permitted Purposes. By submitting Your Content, you automatically agree, or promise that the owner of Your Content has expressly agreed, that, without any particular time limit and without the payment of any fees, the Financial Institution and Service Providers may use Your Content for the Permitted Purposes. As between the Financial Institution and Service Providers, the Financial Institution owns your confidential account information.

4. **THIRD PARTY ACCOUNTS –** By linking an External Account to the PFM Service, you authorize the Financial Institution and Service Providers, on your behalf, to access the applicable Third Party site to register the account for use by you in connection with the PFM Service and to retrieve data regarding the account for use by you as part of the PFM Service.

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

MANDATORY PROVISIONS FOR CUSTOMER AGREEMENT (CONTINUED)

5. **DISCLAIMER OF WARRANTIES –** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

   - YOUR USE OF THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE IS AT YOUR SOLE RISK. THE PFM SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FINANCIAL INSTITUTION AND SERVICE PROVIDERS EACH EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
   - THE FINANCIAL INSTITUTION AND SERVICE PROVIDERS MAKE NO WARRANTY THAT:
     i) THE PFM SERVICE WILL MEET YOUR REQUIREMENTS;
     ii) THE PFM SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
     iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PFM SERVICE WILL BE ACCURATE OR RELIABLE;
     iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PFM SERVICE WILL MEET YOUR EXPECTATIONS; OR
     v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.
   - ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PFM SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE FINANCIAL INSTITUTION OR A SERVICE PROVIDER THROUGH OR FROM THE PFM SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

6. **LIMITATION OF LIABILITY –** YOU AGREE THAT NEITHER THE FINANCIAL INSTITUTION NOR ANY SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY LOSS, DAMAGE OR OTHER HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE FINANCIAL INSTITUTION OR THE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

   i) THE USE OR THE INABILITY TO USE THE PFM SERVICE;
   ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES;
   iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE PFM SERVICE;
   iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
   v) STATEMENTS OR CONDUCT OF ANYONE ON THE PFM SERVICE;
   vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE FINANCIAL INSTITUTION OR THE SERVICE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR
   vii) ANY OTHER MATTER RELATING TO THE PFM SERVICE.

7. **INDEMNIFICATION –** You agree to protect and fully compensate the Financial Institution and each Service Provider and their affiliates from any and all Third Party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the PFM Service, your violation of these terms or any infringement, by you or any other user of your account, of any intellectual property or other right of anyone.

8. **YODLEE –** You agree that each Service Provider is a Third Party beneficiary of the above provisions, with all rights to enforce such provisions as if the Service Provider were a party to this Agreement.