TERMS & CONDITIONS

This Agreement (the "**Agreement**") outlines the terms and conditions governing Your use of Direct Services (defined below) and Mobile Payment Services (defined below). The Financial Institution does not offer Direct Services or Mobile Payment Services other than in accordance with these terms and conditions. By requesting and using Direct Services or Mobile Payment Services You acknowledge Your acceptance of these terms and conditions.

In consideration of the Financial Institution providing access to any of Your Accounts using Direct Services or Mobile Payment Services You agree as follows:

1. **DEFINITIONS AND INTERPRETATION** – This Agreement is intended to be interpreted in accordance with its plain English meaning. Except where otherwise indicated, capitalized terms are used in accordance with the definitions set out in the Canadian Code of Practice for Consumer Debit Card Services. 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 Your Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone, including any form of mobile telephone or Mobile Device.

   "Account" means any of Your accounts or subaccounts (if applicable) that You 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 issued by Us that allows the holder of the card to deposit cash and 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 or that can be used with Mobile Payment Services. A virtual Debit Card is the electronic equivalent of a Debit Card when used with Mobile Payment Services. All references to "Debit Card" in this Agreement include a virtual Debit Card registered for use with the Mobile Payment Service.

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

   "Direct Services" means the services offered by Us from time to time that let You access the Account using an Access Terminal. However, Direct Services do not include card services such as Debit Cards including those provided by a Third Party.

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

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

   "External Account" means an account held at another Canadian financial institution; an Investment Industry Regulatory Organization of Canada registrant; a card issuer; or an entity eligible for membership with Payments Canada, being an account in Your name or on which You have the authority to independently authorize Transactions.

   "Financial Institution" or **"We"** or **"Us"** or **"Our"** means the financial institution holding Your Account set out in the Account Agreement.

   "Instrument" means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable instrument, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

   "*Interac* e-Transfer® Answer" means the word or phrase created by the sender of a money transfer and used by the recipient to claim the money transfer using *Interac* e-Transfer Services.

   "*Interac* e-Transfer Contact Information" means the electronic contact information, including without limitation an account number, payment identifier, email address or telephone number, used in sending and receiving of a money transfer using *Interac* e-Transfer Services.

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

   "*Interac* e-Transfer Services" means the money transfer service provided by Interac Corp. that facilitates the sending, requesting, and receiving of money transfers (using including without limitation account number, payment identifier, email or telephone number) through Direct Services to and from Participating Financial Institutions and the Interac Corp. payment service.

   "Merchant" means a person that sells goods or services to You and who receives payment through either Direct Services or Mobile Payment Services.

   "Mobile Device" means a mobile device such as and including a computer, a portable hand-held device, or a telephone including any form of mobile telephone that is capable of being used in connection with the Mobile Payment Service.

   "Mobile Payment Services" means those electronic payment services that can be performed with a Debit Card and PIN or a virtual Debit Card and Passcode using a Mobile Device that allows You to perform Point of Sale Transactions using a Mobile Device.

   "Mobile Payment Transaction" means a Transaction made using Mobile Payment Services.

   "Notification" means a written notice generated by or on behalf of the Financial Institution that provides to You notice of a pending or completed Transaction or a summary of the balance of the Account, including notices issued by email or SMS text messages to any of Your Contact Info.

   "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, and Rules of the Canadian Payments Association.

   "Online Payment Service" means the online payment service provided by Interac Corp. (doing business as INTERAC Online) that facilitates the sending and receiving of money through Direct Services and Interac Corp. to Participating Financial Institutions for the purchase of goods and services from Participating Merchants.

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

   "PAD" means a Preauthorized Debit.

   "Participating Financial Institution" means a financial institution participating in *Interac* e-Transfer Services, Online Payment Services, or Western Union Services, as the case may be.

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

   "Passcode" means the numerical code selected by the Debit Card holder to authorize certain Mobile Payment Transactions.

   "PIN" means a secret code intended for the sole use of a cardholder. The PIN is used in conjunction with a Debit Card to confirm the identity of the cardholder and to authorize Debit Card Transactions. If Your Access Terminal or Mobile Device is accessible with a biometric substitute for a PIN (such as a fingerprint or iris scan), then in this Agreement, PIN includes such biometric.

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

   "POS" means Point of Sale, being an electronic terminal used by cardholders to pay for goods or services at a retail or service outlet.

   "POS Transaction" means the use of the Debit Card to conduct a contact Transaction or a contactless Transaction or using a Mobile Device for purposes permitted by Us, including but not limited to: (a) the transfer of funds from Your Account to purchase or lease goods or services from a Merchant; (b) the transfer of funds from Your Account to obtain a voucher, chit, scrip, token or other thing that may be exchanged for goods, services or money; or (c) the transfer of funds into Your Account from an Account of a Merchant (e.g., a refund).

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

"Remote Deposit Service" means the remote deposit capture service provided by Us and Central 1, and accessed through Direct Services, that allows You, using an Access Terminal and any other means authorized by Us in Our 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, a Mobile Device, fax, via the Financial Institution's online banking system, email, text message transmission, or other remote communication acceptable to the Financial Institution to operate the Account or authorize Transactions and make arrangements with the Financial Institution.

"Rules" means the regulations, by-laws, rules, and standards of the Canadian Payments Association, also referred to as Payments Canada, or any successor organization thereof, in effect from time to time.

"The Services" means, when used in this Agreement, Direct Services and Mobile Payment Services without differentiation.

"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.

"Transaction Record" means a paper Transaction record dispensed mechanically, or written notification generated by or on behalf of Us, or notice of a pending or completed Transaction or a summary of the balance of Your Account, including notifications issued by email or SMS text message to You or available as an Account Statement or balance of account when You use a Mobile Device or other Access Terminal.

"Western Union Services" means the money transfer service provided by WUC that facilitates the sending or receiving of money transfers through Direct Services to or from WUC and the WUC agent network.

"Wrongful Activity" means any use or attempted use of the *Interac* e-Transfer Services by You or a Third Party, acting alone or in concert, that is fraudulent, unauthorized, made in bad faith or otherwise improper, whether for financial gain or otherwise.

"WUC" means Western Union Financial Services (Canada) Inc.

"Your Contact Info" means any of the contact information, including, without limitation, postal address, email address, fax number, or telephone number provided by You accepted by Us through which the Financial Institution can give You written notice.

2. **PERSONAL INFORMATION** – You agree that the Financial Institution may collect, use, and disclose Your personal information to provide financial services and products to You, to verify or determine Your identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and the privacy policies of the Financial Institution. We may obtain, collect, use, and release confidential Depositor information as permitted or required by law or in a court proceeding or with Your consent or as necessary to process Transactions. If You subscribe 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** – You may use The Services to access any permitted Account and to authorize such Transactions as may be permitted by Us from time to time, commencing upon the day these terms and conditions are accepted by You and Your request for The Services is approved by Us. You must not use The Services to authorize Transactions on an Account that otherwise requires more than one authorization (i.e., with multiple signature requirements) unless prior authorization is received in writing and with Our approval. We may, from time to time, add to or delete from the types of use permitted and services offered.

   In connection with The Services, You agree to provide true, accurate, current, and complete information about You, the Account, and any External Account when required by Us. Further, You agree to notify Us of any changes to such information within a reasonable period of time.

4. **SERVICE CHARGES AND FEES** – You will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party through Your initiation of a Transaction. You will pay the service charges that We establish from time to time for The Services, including, without limitation, service charges for providing records regarding You that We are legally required to provide. You acknowledge receipt of a schedule of Our charges for The Services in effect at the time of acceptance of this Agreement. We may, from time to time, increase or decrease the service charges for The Services and provide notice of such changes by sending a notice to Your Contact Info, by posting notice at Our premises or on the Financial Institution's website, by personal delivery, or by any other means We, acting reasonably, consider appropriate to bring the change to Your attention. Current service charges for The Services may be obtained by contacting Us or through the Financial Institution's website. You are responsible for determining the then-current service charges for The Services You request, in advance of using The Services. By requesting The Services You acknowledge Your agreement to pay service charges for The Services as requested as then in effect. The Financial Institution can deduct service charges from Your Account (or other accounts belonging to You with Us) when the service is requested or performed. New or amended service charges and fees will become effective on 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 Us.

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

6. **AUTHORIZATION FOR TRANSACTIONS** – You acknowledge and agree that:

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

   b) You will be bound by each such Transaction; and

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

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

7. **CONFIDENTIALITY** – We can assign or require You to select and use a PAC, PIW and PIN and in connection with this Agreement. You agree to keep the PAC, PIW and PIN confidential and will only reveal them to authorized Financial Institution agents or officers when required by Us. You agree not to record the PAC, PIW or PIN in any format or medium. You can change the PAC, PIW or PIN at any time. You agree to change the PAC, PIW or PIN if and when required by Us. You acknowledge that the PAC, PIW and PIN must be changed if there is a change in the persons authorized to provide Remote Instructions on the Account.

   You are responsible for all use of the PAC, PIW and PIN and for all Transactions on the Account authorized using The Services.

   You acknowledge that We may, from time to time, implement additional security measures, and You will comply with all instructions and procedures issued by Us in respect of such security measures. You are aware of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of the Financial Institution. You agree not to respond to such unsolicited communications and will only initiate communications with the Financial Institution either through our banking website or banking app or through Our published contact information as shown on the Financial Institution's website.

   If You disclose the PAC or PIN to a Third Party, and if We become aware of such disclosure, We may in Our sole discretion, waive the confidentiality requirements described in this article 7, Confidentiality, but only if such disclosure is to a reputable personal financial management service similar to that described in article 30, Personal Financial Management. Notwithstanding any such waiver, You acknowledge and agree that You remain responsible for all use of the PAC and PIN by the Third Party.

   You will not select an obvious combination of digits for Your PIN (e.g., address, card number, account number, telephone number, birth date, or Social Insurance Number). You understand that the Financial Institution has only disclosed the PIN to You and to no one else, and You will never, under any circumstances, disclose the PIN to any other person. You will not use your PIN as your Mobile Device or online access code. You will not keep a written record of the PIN, unless the written record is NOT carried next to the Debit Card and NOT stored on your Mobile Device and is in a form indecipherable to others. You will always screen the entry of the PIN with your hand or body.

   You must treat the Passcode used to authorize any Transactions within the Mobile Payment Service with the same standard of care and confidentiality as your PIN.

8. **REMOTE INSTRUCTIONS** – You may provide Remote Instructions to any branch of the Financial Institution as permitted by Us, online through the Direct Services web portal, or through Our telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

The Financial Institution may, but will not be obliged to, act on Remote Instructions received in Your name along with any requisite PAC and PIW, if any, to the same extent as if the Remote Instructions were written instructions delivered to Us by mail and signed by You 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 Us only when actually received and brought to the attention of an authorized officer, agent or processor 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 Us, or at such other telephone or fax number or email address as We may advise You by notice in writing, or online through the Direct Services web portal. Any one person purporting to be the Depositor may act alone and provide Remote Instructions to the Financial Institution, even if two or more signatures are otherwise required to operate the Account. The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as You is in fact You, and can rely upon such, and We may act on the Remote Instructions provided by any such person as fully authorized by You, even if such were not. All Remote Instructions given to the Financial Institution in Your name will bind You. If the Depositor does not wish to permit Remote Instructions, then the Depositor should not subscribe to The Services.

9. **VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY US** – All Transactions are subject to verification and acceptance by Us and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, 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 You 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, We may place a hold on the credit and reverse the credit and any applicable interest.

10. **FINANCIAL INSTITUTION RECORDS** – Whether a Transaction Record is issued or not, it is Your responsibility to verify that all Transactions have been properly executed by checking the periodic statement or passbook entries itemizing Transactions and reviewing Your Transaction Records. In the absence of evidence to the contrary, Our records are conclusive for all purposes, including litigation, in respect of any instructions given by You to Us through the use of the Debit Card; the contents of any envelope deposited into Your Account at an ATM; the making of a withdrawal, deposit or transfer through the use of the Debit Card; and any other matter or thing relating to the state of accounts between You and Us. Our records of all Transactions will be deemed to be correct and will be conclusive and binding on You. All Transactions will appear on the regular statements of account for the Account.

    If You believe or suspect that the records of the Financial Institution contain an error or omission, or reflect unauthorized Account activity, You must give immediate written notice to Us, and in any event, must do so within the shorter of the time provided in the Account Agreement or 45 days from the date of the Transaction.

    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 You. You 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.

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

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

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

    a) the actions of, or any failure to act by, You, or any Third Party (and no Third Party will be considered to be acting as an agent for Us unless expressly authorized to do so for that purpose);

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

    c) the failure by Us to perform or fulfill any of Our obligations to You, due to any cause beyond Our control; or

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

13. **RISKS AND DUTIES** – Except for loss caused exclusively by Our gross negligence or intentional or wilful misconduct, and subject to the limitations of liability in this Agreement or the Account Agreement, You assume all risk of loss due to the use of The Services, including, without limitation, the risk of Third Party fraud. You further agree that You will notify Us immediately:

    a) of any suspected or actual misuse or unauthorized use of the PAC, PIW or PIN; or

    b) if the PAC, PIW or PIN becomes known to anyone other than You; or

    c) if You receive Notification of any Transaction affecting the Account that alerts You of Account activity that was not authorized by You.

    You will change the PAC, PIW or PIN if either of the notification requirements above in a) or b) arises.

    The notification requirement above in b) does not apply if You have disclosed the PAC to a Third Party for a personal financial management service similar to that described in article 30, Personal Financial Management and You are otherwise unaware of suspected or actual misuse or unauthorized use or activity.

    You acknowledge that You are responsible for all use made of the PAC, PIW and PIN and that We are not liable for Your failure to comply with any part of this Agreement. You are liable for all authorized and unauthorized use, including all Transactions. You are also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, You expressly acknowledge and agree that You shall be bound by and liable for any use of the PAC, PIW or PIN by a member of Your household whether authorized by You or not.

    You are liable for all transfers to linked accounts. You bear all risk for all such Transactions.

    Where You know of facts that give rise or ought to give rise to suspicion that any Transactions, or instructions in respect of the Account, or Instruments deposited to the Account are fraudulent, unauthorized, counterfeit, or induced through or in any way tainted by fraud or unlawful conduct, or otherwise likely to be returned to Us or found invalid for any reason, You have 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, Your suspicion and the facts upon which Your suspicion is based ("**Suspicious Circumstances**").

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

    Release of a hold by Us is not a confirmation that a Transaction, instruction, or Instrument is in fact good or cleared or not subject to chargeback and may not be relied upon as such by You. If to Our satisfaction any improper use is established, We can withdraw or suspend The Services and operation of the Account without notice.

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

    a) if You did not reveal the PAC, PIW or PIN to any other person, other than authorized Financial Institution agents or officers when required by Us, or write it down or otherwise record it, and changed the PAC, PIW and when required by this Agreement, You will not be liable for any unauthorized use that occurs after We have received written notice from You that the PAC, PIW or PIN may have become known to someone other than You. We will not be considered to have received written notice until the Financial Institution gives You written acknowledgement of receipt of such notice; and

    b) We will not otherwise be liable for any damages or other liabilities that You may incur by reason of the Financial Institution acting, or failing to act, on Remote Instructions given in Your name whether or not You actually gave the Remote Instructions. We will not be liable for any damages or other liabilities that You may incur by reason of the Financial Institution acting, or failing to act, on no statement requests made by You through Direct Services whether or not You actually gave the Remote Instructions.

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

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

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

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

16. **ACCESS TERMINAL/MOBILE DEVICE SECURITY** – If The Services are made available through the Internet or a telephone service provider, You acknowledge 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 Your risk. You acknowledge and shall ensure that any private Access Terminal used by You to access The Services is auto-locked by a password or biometric to prevent unauthorized use of that Access Terminal, has a current anti-Contaminant program, and a firewall, and that it is Your personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. You further acknowledge that to reduce the risk of unauthorized access to the Account through the Access Terminal, You will sign out of The Services and, where applicable, close the browser or banking app when finished using it. You further acknowledge that using public or shared computers and certain other Access Terminals through an open WiFi or shared Bluetooth portal, to access The Services increases the risk of unauthorized access to the Account, and You will take all reasonable precautions to avoid such use or inadvertent disclosure of the PAC, PIW and PIN.

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

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

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

19. **THIRD PARTY SERVICES** – The Financial Institution and Central 1 may, from time to time, make services provided by Third Parties available through Direct Services or the Financial Institution's website. You acknowledge and agree that:

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

    b) We and Central 1 make no representation or warranty to You with respect to any services provided by a Third Party even though those services may be accessed by You through Direct Services or Our website;

    c) You assume all risks associated with accessing or using the services of Third Parties;

    d) We and Central 1 have no responsibility or liability to You in respect of services provided by a Third Party;

    e) any dispute that relates to services provided by a Third Party is strictly between You and the Third Party, and You will raise no defence or claim against Us and 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.

20. **INDEMNITY** – You agree to indemnify and hold Us and our 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 Your use of The Services. Depositors must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:

    a) any of the Indemnified Parties making Direct Services available to You;

    b) any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;

    c) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by You through Direct Services;

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

    e) the consequences of any Transaction authorized by You.

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

21. **SERVICES ACKNOWLEDGEMENT** – You acknowledge and agree that:

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

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

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

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

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

22. **NO STATEMENT REQUEST AND ONGOING VERIFICATION OBLIGATIONS** – If, at Your request, We agree to cease printing and mailing statements of account for the Account to You, You acknowledge and agree that:

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

    b) notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which You have notified Us in writing on or before the Notification Date), You agree that:

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

        ii) all amounts charged to the Account are valid;

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

        iv) You have verified the validity of any Instruments and instructions; and

        v) the use of any service shown is correct.

You acknowledge that:

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

vii) 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 Us. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.

c) despite subsection b) above, if You have authorized PADs to be issued against any of the Accounts, You acknowledge that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:

i) where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting; and

ii) where the purpose of the PAD was for payment of goods and services related to commercial activities of You, the time period for making such a claim is ten business days from the date of debiting.

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

23. BILL PAYMENTS MADE THROUGH DIRECT SERVICES – You acknowledge and agree that:

a) bill payments made through Direct Services are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is authorized and the internal accounting processes of the bill payment recipient;

b) it is Your responsibility to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;

c) We and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment or a delay in the processing of bill payments;

d) if You have made or received a bill payment in error, We may, but are not obliged to, assist You by initiating or processing a "**Bill Payment Error Correction Debit**", as defined under the Rules, and if so initiated, You agree to indemnify Us for any direct loss, costs, or damages incurred, and will pay to Us any reasonable service charges or fees related to the provision of the service; and

e) if We initiate or process a Bill Payment Error Correction Debit affecting Your Accounts or affairs, and if We did so without gross negligence or intent to cause loss or harm, We shall be held harmless for any and all loss, costs, or damages suffered or incurred by You, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

24. SERVICES AND THIRD PARTIES – In respect of all The Services and any Third Party services made available by Us, You shall not:

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

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

If You breach these provisions Your participation in The Services or any service provided by Us or a Third Party may be suspended or terminated.

25. EDP SERVICES – If the Financial Institution through Direct Services makes EDP Services available and You use the EDP Services:

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

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

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

26. TRANSFERS WITH EXTERNAL ACCOUNTS – If the Financial Institution through The Services enables You to transfer funds between the Account and an External Account, then:

a) You agree to inform Us in writing of the External Accounts You wish to link to the Account in a form acceptable to Us;

b) We reserve the right to refuse to accept the External Account;

c) You agree to provide Us with the financial institution number, branch address or number, and the account number of the External Account You wish to link to the Account. We reserve the right to verify the External Account;

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

e) You agree to not link the Account to an account that is not owned by You;

f) You acknowledge and agrees that We, at Our discretion, may limit the type of transfers that can be conducted between the Account and the External Account; specifically whether Transactions will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account;

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

h) We reserve the right to limit: the number of External Accounts that can be linked to the Account; the dollar amount of Transactions to or from the External Account; and the number of Transactions to or from the External Account;

i) We reserve the right to hold funds on the Transaction amount;

j) You consent to the disclosure to the financial institution that holds the External Account of any personal information provided to Us with respect to Transactions to or from the External Account. You also consent to the disclosure to Us of any personal information provided to the 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;

k) funds usually arrive in Your External Account or Account within 3 to 5 business days from the day the Transaction is authorized. We cannot guarantee the date of deposit to the Account or External Account. We and 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;

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

m) You agree that for security or risk management purposes and at Our discretion, a nominal sum may be credited to the External Account once per year.

27. TRANSFERS WITH LINKED ACCOUNTS – If the Financial Institution through Direct Services enables You to link multiple Accounts to a single user name to allow You to access the Accounts from a single user name, it will not constitute merging the Accounts. If the Accounts are linked through Direct Services, then:

n) We reserve the right to refuse to accept any Account;

o) You agree that We, at Our discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;

p) We reserve the right to limit: the number of Accounts that can be linked; the dollar amount of Transactions made to or from a linked Account; and the number of Transactions made to or from a linked Account;

q) 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 Us, during which time the Transaction or portion thereof will not be accessible to You;

r) You agree that the Financial Institution cannot guarantee the date of a Transaction to and 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

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

28. *INTERAC* E-TRANSFER® SERVICES – If the Financial Institution through Direct Services makes *Interac* e-Transfer Services available and You use the *Interac* e-Transfer Services, You acknowledge and agree that:

a) the *Interac* e-Transfer Services are only available in Canadian dollars;

b) the Account will be debited as soon as You initiate a Transaction, and We may hold the Transaction amount until the recipient successfully

claims the Transaction or the Transaction is cancelled. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, We are deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the Transaction or the Transaction is cancelled;

c) Transactions sent and received through the *Interac* e-Transfer Services are subject to number and dollar limits that may change from time to time without prior notice to You;

d) We will not be responsible or liable for any losses or damages incurred as a result of funds held and limits set by Us, Interac Corp., or a Participating Financial Institution;

e) an *Interac* e-Transfer Notice advising the recipient of the Transaction may be generated within approximately 30 minutes after You originate the Transaction;

f) as the sender, You will keep the *Interac* e-Transfer Answer confidential and will not disclose it or share it with anyone but the intended recipient; You will select an Interac e-Transfer Answer that is known only to the recipient and that cannot be easily determined via social media or other means; You will not disclose the *Interac* e-Transfer Answer in the applicable security question, hint or Transaction details; and You will not provide the recipient the *Interac* e-Transfer Answer via the email or phone number that was used to send the *Interac* e-Transfer Notice;

g) if applicable, the recipient must correctly provide the *Interac* e-Transfer Answer to claim the Transaction;

h) We, the other Participating Financial Institution, and Interac Corp. or Interac Corp.'s agents are entitled to pay the Transaction amount to anyone who, using the *Interac* e-Transfer Services, claims to be the recipient and successfully provides the *Interac* e-Transfer Answer;

i) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever incurred as a result of a Third Party, other than the intended recipient to the Transaction, guessing or obtaining the *Interac* e-Transfer Answer through any means other than in the event of a Wrongful Activity, however notwithstanding the foregoing, in the event of an intercepted transaction from Your account where the funds did not reach the intended recipient, We may provide reimbursement to you provided that You did not participate in the Wrongful Activity, you fully cooperate in the investigation of such event, and that You have satisfied and remain in compliance with all of the applicable terms and conditions in this Agreement;

j) as the recipient, You will not disclose the *Interac* e-Transfer Answer except as required to claim the transfer;

k) the recipient may claim a Transaction using Our online banking services or another Participating Financial Institution; Transactions sent via account number, payment identifier, Autodeposit or Request Money may be automatically deposited into the account of the recipient/ requestor;

l) if the recipient declines a Transaction that You initiated, the Transaction will be returned to You;

m) while the *Interac* e-Transfer Notice is usually delivered to the recipient within 30 minutes, We do not guarantee the time of deposit;

n) as the sender, the Transaction will be returned to You if the recipient does not claim the Transaction within 30 days of the date the transfer is initiated, if the Transaction cannot be successfully sent to the recipient's *Interac* e-Transfer Contact Information as provided by You, or if the recipient declines the Transaction;

o) as the sender, You are responsible for providing the recipient's correct *Interac* e-Transfer Contact Information and further agree that the recipient has consented to Your use of the *Interac* e-Transfer Contact Information for *Interac* e-Transfer Services purposes, including its provision to Us, the other Participating Financial Institution, and Interac Corp.;

p) We may cancel a Transaction if We have reason to believe that a mistake has occurred or if We believe that the Transaction is a product of unlawful or fraudulent activity;

q) You are responsible for providing valid *Interac* e-Transfer Contact Information and will immediately update it via Direct Services if there are any changes to the *Interac* e-Transfer Contact Information;

r) as the sender, You may cancel a Transaction up to the time before the recipient successfully claims the Transaction. As the recipient, You acknowledge that a Transaction may be cancelled up to the time You successfully claim the Transaction;

s) all disputes will be handled directly between the sender and the recipient without the participation of the Financial Institution or any other party;

t) We may refuse to provide *Interac* e-Transfer Services for You;

u) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction;

v) You are responsible for charges, if any, or data rates that your applicable service provider may apply for transmitting and receiving data (including but not limited to data roaming charges);

w) As the recipient, if you have activated the Autodeposit feature for the email address used by the sender to send You funds, or by other means that may become available, such as mobile number, then the money You receive via *Interac* e-Transfer Services is automatically deposited into your account and you will not have to provide the *Interac* e-Transfer Answer, notwithstanding that the Autodeposit feature is subject to support by the sender's respective financial institution;

x) If You are the requestor of funds through *Interac* e-Transfer Services, You must provide the email address or mobile number of the recipient of Your request, You further agree that the recipient of such request has consented to Your use of the *Interac* e-Transfer Contact Information for *Interac* e-Transfer Services purposes, including its provision to Us, the other Participating Financial Institution, and Interac Corp.; and You must provide the eligible account You want Us to use to deposit the money You receive, if Your recipient accepts Your request; and

y) You agree that it is Your responsibility, as sender, to provide complete and accurate information about the recipient and, as the recipient to any request for transfer, to respond only to requests that You are expecting and have consented, to such requestor of funds, to receiving.

29. WESTERN UNION SERVICES – If the Financial Institution through Direct Services makes Western Union Services available and the Depositor uses the Western Union Services, the Depositor acknowledges and agrees that:

a) the Depositor must accept WUC's terms and conditions before authorizing a Transaction using the Western Union Services;

b) the Account will be debited or credited, as the case may be, as soon as the Depositor authorizes a Transaction;

c) 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, WUC, Interac Corp., or any member of the WUC agent network;

d) 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;

e) all disputes will be handled directly between the sender and the recipient, without the participation of the Financial Institution or any other party;

f) your joint Account holders, if any, may see the details of your Western Union Services Transactions;

g) the Financial Institution may refuse to provide Western Union Services for the Depositor; and

h) 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, makes the PFM Service available, You agree that the terms and conditions in this article 30, Personal Financial Management, govern Your use of the PFM Service and are binding upon You. 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 You subscribe 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, personal financial management, then the PFM special terms will apply for the PFM service. further:

a) in connection with the PFM Service, You agree to provide true, accurate, current, and complete information about an asset and liability when required by Us. Further, You agree to notify Us of any changes to such information within a reasonable period of time;

b) You agree to inform Us, through Direct Services, of the External Account, asset, or liability they wish to link or add to the PFM Service, including the modification or removal of any linked or added External Account, asset, or liability;

c) We 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) We reserve the right to verify the External Account;

e) You must provide authorization to add an asset or liability to the PFM Service;

f) You agree to not link, or add, to the PFM Service an External Account, asset, or liability that is not owned by You;

g) We reserve the right to limit the number of External Accounts, assets, and liabilities that can be linked or added to the PFM Service;

h) You agree that the PFM Service may, from time to time, access the External Account to ensure that the personal financial information on file is current, and to update the personal information on file if it is not, using information retrieved from the External Account. Such access will be at

the discretion of the PFM Service provider and will typically occur when You access The Services, but may be more or less frequent; and

i) You acknowledge and agree that any information provided by You about an asset or liability that is not under an External Account or the Account, is provided at Your sole discretion. Further, You agree that it is Your sole responsibility to keep such information current.

31. REMOTE DEPOSITS – If the Financial Institution, through Direct Services, makes the Remote Deposit Service available and You use the Remote Deposit Service, You acknowledge and agree that:

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

i) compliance with this Agreement,

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

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

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

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

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

c) the creation of an Official Image will be done using a method authorized by Us, in Our sole discretion, from time to time. Further, You agree to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of Your Account;

d) nothing in this Agreement obliges Us to accept for deposit any item whether it is or purports to be an Official Image. You 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 You from anyone other than the drawer of that item, or that is in any way altered. If You have any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then You shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to Us, and fully disclose all material facts known by You relating to that item and fully cooperate with any inquiry or investigation of the concerns;

e) under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars or United States dollars, drawn on a financial institution domiciled in Canada or the United States, as and if applicable, in Our sole discretion, from time to time. You shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account. United States dollar Instruments shall only be deposited to a United States dollar Account. If You use the Remote Deposit Service with an Instrument that does not qualify for this Service, We, at our discretion, may refuse to negotiate that Instrument or seek to collect on the instrument on Your behalf, as though it was a qualifying Instrument but without any liability on Our part for any delay, inability to collect or any issue arising that inhibits or prevents Us from collecting funds on the Instrument;

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

g) any Transaction made on any day or at any time during which We are not open for business may be credited to the Account on Our next business day;

h) once an Official Image of an Eligible Bill has been transmitted to Us through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless You are requested to do so by Us in writing. Further, You agree to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, You agree to indemnify and hold Us and Our 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 Your use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. You 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, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;

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

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

k) In Our sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to You at Your Contact Info after You use the Remote Deposit Service to transmit an Official Image, including to advise You of the receipt by Us of an Official Image. To receive such electronic notices, You must provide Your Contact Info required by Us;

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

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

32. ONLINE PAYMENT – If the Financial Institution, through The Services, makes the Online Payment Service available and You use the Online Payment Service, You acknowledge and agree that:

a) the Online Payment Service is only available in Canadian dollars from Participating Merchants;

b) Transactions for the Online Payment Service must be initiated by You through the appropriate online payment option available on the website of a Participating Merchant;

c) as soon as You authorize a Transaction through the Online Payment Service, and provided that there are available funds or credit, the amount of the Transaction will be withdrawn from the Account or a hold will be placed in the amount of the Transaction. We will hold the Transaction amount until the Participating Merchant successfully claims

the Transaction or 30 minutes have elapsed, whichever comes first. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, We are deemed to have a security interest in the Transaction amount from the time the Account is held until the Participating Merchant successfully claims the Transaction or the hold is removed;

d) Transactions sent and received through the Online Payment Service are subject to number and dollar limits that may change from time to time without prior notice to You;

e) We will not be responsible or liable for any losses or damages incurred as a result of funds held and limits set by Us, Interac Corp., a Participating Merchant, or a Participating Financial Institution;

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

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

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

i) We, Central 1, or Interac Corp. may cancel a Transaction once it is authorized but before payment authorization details are sent to the Participating Merchant, if there is reason to believe that a mistake has occurred or that the Transaction is a product of unlawful or fraudulent activity;

j) once payment authorization details have been sent to the Participating Merchant, a Transaction cannot be cancelled. Payment authorization details are sent immediately after a Transaction is authorized by You;

k) all disputes, including requests for refunds, will be handled directly between You and the Participating Merchant without Our participation or any other party. A refund, if any, may be received through Direct Services and Central 1 for credit to the Account, or through such other method the Participating Merchant deems appropriate;

l) We may refuse, in Our sole discretion, to provide the Online Payment Service for You;

m) in Our sole discretion, electronic Notifications for purposes related to the Online Payment Service may be generated and sent to You at Your Contact Info after You authorize a Transaction, including to advise You that the Account has been debited. To receive an electronic Notification, You must provide Your Contact Info required by Us;

n) an electronic Notification, if any, sent in connection with the Online Payment Service is for information purposes only and is no guarantee that the Participating Merchant will successfully claim the Transaction or that You have successfully purchased the product or service from the Participating Merchant; and

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

33. **VIEWING CHEQUE IMAGING** – The Financial Institution may, in connection with Direct Services, permit You to view and print images of Instruments drawn on the Account and such images may be made available before We have determined whether the Instrument will be honoured or accepted. You acknowledge and agree that such images are made available by Us as a service to You and the provision of such images does not mean that the Transaction has been processed, nor does it in any way oblige Us to honour or accept the Instrument.

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

35. **MOBILE PAYMENT SERVICES** – The Financial Institution may, in connection with Mobile Payment Services, permit You to perform electronic payments at a POS or ATM using a Mobile Device in conjunction with a Debit Card and PIN, or a virtual Debit Card and Passcode.

36. **NATURE AND PURPOSE OF THE DEBIT CARD** – You will use the Debit Card only for the purpose of obtaining services as agreed upon between You and Us. On thirty days' written notice, We may add or remove from the types of uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This Agreement, and the fact that You have the use of the Debit Card, does not give You any credit privileges or any entitlement to overdraw Your Account, except as may be provided by separate agreement with Us.

37. **WITHDRAWALS AND DEPOSITS** – Unless You have made other arrangements with Us, amounts credited to Your Account as a result of deposits using the Debit Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are paid. Withdrawals or transfers effected by the use of the Debit Card will be debited to Your Account at the time they are made. You will not deposit any coins or worthless, counterfeit or fraudulent items to Your Account, into any ATM, or using Your Mobile Device, and will pay to Us any damages, costs or losses suffered by Us as a result of any such deposit.

38. **LIABILITY – CONSEQUENCES OF BREACH OF DEBIT CARD SECURITY** – Once You have first used the Debit Card, or virtual Debit Card as part of the Mobile Payment Service, You will be liable for all authorized and unauthorized uses of the Debit Card by any person up to Your established daily withdrawal limit (including funds accessible through a line of credit or overdraft privilege), for each day through until the expiry or cancellation of the Debit Card. However, in the event of alteration of Your Account balance due to technical problems, card issuer errors and system malfunctions, You will be liable only to the extent of any benefit You have received, and will be entitled to recover from the Credit Union any direct losses You may have suffered. The Financial Institution will have the discretion to relieve You from liability for unauthorized use of Your Debit Card either through no fault of Your own or in a case where You have inadvertently contributed to the unauthorized use of Your Debit Card. You will co-operate in any investigation. We will not be liable to You for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a POS Transaction. You understand that You must not use Your Debit Card, for any unlawful purpose, including the purchase of goods and services prohibited by local law applicable in Your jurisdiction.

39. **LOST OR STOLEN DEBIT CARD – COMPROMISE OF PIN OR MOBILE DEVICE** – If You become aware that the Debit Card or Your Mobile Device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN or Passcode has been made accessible to another person, or if any other person's biometric gets stored on Your Mobile Device, You will notify Us or Our agent immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended or the PIN or Passcode changed. The instant such notice is actually received by Us or when We are satisfied that You became the victim of fraud, theft, or coercion by trickery, force or intimidation, Your liability for further use of the Debit Card or Mobile Payment Service will terminate, and You will be entitled to recover from Us any subsequent losses suffered by You through the use of the Debit Card or Mobile Payment Service.

40. **PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS** – In the event of a problem with a Debit Card Transaction, or unauthorized Debit Card Transaction, other than a matter related to goods or services provided by Merchants, You will report the issue promptly to Us and we will investigate and respond to the issue on a timely basis. We will not unreasonably restrict You from the use of any funds subject to dispute, provided that it is reasonably evident that You did not contribute to the problem or unauthorized Transaction. We will respond to Your report of a problem or unauthorized Transaction within ten business days and will indicate what reimbursement, if any, will be made for any loss incurred by me. Reimbursement will be made for losses from a problem or unauthorized use in this time frame provided that on the balance of probabilities it is shown that You did not knowingly contribute to the problem or unauthorized Transaction and that You took reasonable steps to protect the confidentiality of Your PIN or Passcode. An extension of the ten day limit may be necessary if We require You to provide a written statement or affidavit to aid its investigation.

41. **DISPUTE RESOLUTION** – If You are not satisfied with Our response, we will provide you, upon request, a written account of Our investigation and the reasons for Our findings. If You are still not satisfied, the issue will be referred to either a dispute resolution service or external mediator, as agreed between You and Us. Neither We nor You will have the right to start court action until 30 days have passed since the issue was first raised with Us. Any dispute related to goods or services supplied in a POS Transaction is strictly between You and the Merchant, and You will raise no defense or claim against Us.

42. **FEES** – You acknowledge having been advised of, and will pay, the applicable fees now in effect for services available under this Agreement. New or amended fees for Mobile Payment Services will only become effective 30 days after publication by Us.

43. **FOREIGN CURRENCY TRANSACTION** – If You provide Instructions to conduct a Transaction that is denominated in a currency other than the currency of Your Account, and We accept the Instructions or Transaction, a conversion of currency is required. When a conversion of currency is made We may act as principal with You in converting the currency at rates established or determined by Us, affiliated parties, or through parties with whom We contract for foreign exchange services. In addition to applicable Service Charges, We, Our affiliates and contractors may earn revenue, commissions, or fees on currency conversions. You agree that such revenue, commissions or fees may be included in and charged as part of the exchange rate charged to You. The cost of currency conversion may not be known to You or precisely determinable in advance or until the amount of the Transaction is charged to Your Account. If currency conversions on this basis are not acceptable to You, You agree that You will not transact in foreign currency on Your Account, including withdrawing foreign currency from ATMs,

POS Transactions in foreign currency, by use of Direct Services or Mobile Payment Services or delivering any Instrument or processing any Transaction to Us for deposit in a currency other than the currency of Your Account. We agree to convert currency at commercially reasonable rates, including revenue, commissions, and fees charged in respect of the conversion.

When You purchase foreign currency from Us, in branch, the rate of exchange We charge You and any Service Charges You must pay will be disclosed or, alternatively, made available to You on request, at the time of the Transaction.

If You deposit Instruments or process a Transaction denominated in a currency other than the currency of Your Account, and We accept the Instrument or Transaction for deposit, You agree that We may convert the amount of the Instrument or Transaction to the currency of the Account using the Our sell rate for the currency of the Instrument or Transaction in effect at the time the conversion is processed. If We have not established a sell rate for the currency of the Instrument or Transaction in the currency of Your Account, You agree that We may:

a) convert the funds for provisional credit to the currency of the Account using a commercially reasonable rate of exchange available from Third Parties to purchase the currency of the Account using the currency of the Instrument accepted for deposit, or to purchase a currency for which We have a sell rate and then to convert that amount to the currency of the Account at Our sell rate for that currency; and

b) for such Transactions, charge You a conversion fee, up to a maximum of 5% of the value of the Transaction, in addition to any other Service Charges You must pay.

You also agree that if any Instrument or Transaction in a currency other than the currency of Your Account is accepted for deposit, such deposit is provisional and subject to reversal. If any such Transaction must be reversed, the process outlined above for conversion of Your deposits, will apply to conversions undertaken for return of funds, and that You may be charged additional fees, commissions and Service Charges, as part of that conversion. The amount charged to Your Account for return of funds may be different than the amount of the deposit. The risk of loss on such Transactions shall be borne by You without any right of recourse against Us, and without any right to recover any fees charged to You in respect of the original deposit.

When You conduct Transactions with a Mobile Device or at an ATM, or through a POS, in a foreign currency We receive a debit instruction initiated by You and which may be received by Us after processing through one or more international electronic networks that participate in the international payments system (the "Instruction"). The Instruction We receive may ask Us to pay a stipulated amount that may either be denominated in Canadian Dollars or in U.S. Dollars, regardless of the currency of Your Transaction with the Mobile Device, ATM or POS. The Transaction amount between You and Us will be the amount of Your Transaction, plus any fees by the owner of the ATM or POS, plus any revenue, commissions or fees of Third Parties that processed the Transaction or converted the foreign currency before it is received as a debit Instruction by Us. Foreign currency conversion completed by Third Parties occurs at rates that We do not set, and which may include revenue, commissions or fees of those Third Parties. More than one currency conversion may be completed by Third Parties before Your Instruction is received by Us. The amount ultimately charged to Your Account will at a minimum be the amount of the Instruction either in the currency of Your Account or U.S. Dollar value of the Instruction received by Us through the electronic network. If the Transaction is conducted on an Account denominated in Canadian Dollars and the Instruction is received in U.S. Dollars, the amount charged to Your Account will be the amount of the U.S. Dollar Instruction received by Us, converted to Canadian Dollars at Our sell rate for purchase of U.S. Dollars in effect at the time of the conversion. Our services charges and fees for Transactions on Your Account may be added to the Transaction in accordance with Our published service and fee brochure.

Currency conversions will be completed when and at rates in effect when the Transaction is processed by Us which may not be the same rate in effect when We complete Your Transaction.

44. **TERMINATION OF AGREEMENT** – The Financial Institution remains the owner of the Debit Card and may restrict the use of the Debit Card, or may terminate this Agreement and Your right to use the Debit Card, at any time without notice. You will return the Debit Card to Us or disable the Mobile Payment Service on Your Mobile Device upon request.

45. **CARDHOLDER PRIVACY** – You acknowledge that We have policies to protect Your privacy and that You may obtain particulars upon request. You hereby consent to the collection and use of Your personal information by Us and Our affiliates to monitor use of financial services, in order to detect fraud, develop needed products and services, and offer members needed services. However, if You have given or hereafter give express consent to the collection, use and further disclosure of Your Personal Information by the Financial Institution in form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. You may withdraw Your consent at any time by contacting the Financial Institution's Privacy Officer.

46. **CODE OF PRACTICE** – You understand that the Financial Institution has endorsed the voluntary Canadian Code of Practice for Consumer Debit Card Services, a copy of which is available from Us on request or at www.fcac-acfc.gc.ca and We will be guided by the principles of the Code in administering the operation of Debit Card Services.

47. **ELIGIBILITY REQUIREMENTS** – In order to use the Mobile Payment Service, You must: (a) be an Authorized User on an Account in good standing with Us; (b) have a Mobile Device; and (c) meet any other requirements for the access and use of the Mobile Payment Service that are specified by Us.

48. **SOLD OR DISPOSED MOBILE DEVICE** – If You intend to sell, give away or dispose of Your Mobile Device, You must first delete the Financial Institution's Mobile Payment/Mobile Banking application from Your Mobile Device.

49. **TERMINATION OR SUSPENSION OF MOBILE PAYMENT SERVICE** –You may terminate Your use of the Mobile Payment Service at any time by contacting Us. The Financial Institution may terminate or suspend Your use of the Mobile Payment Service for any reason at any time without notifying You in advance.

50. **MOBILE DEVICE SECURITY** – You are prohibited from using the Mobile Payment Service on a Mobile Device that You know or suspect has had its security or integrity compromised (e.g., where the Mobile Device has been "rooted" or had its security mechanisms bypassed). You will be solely liable for any losses, damages and expenses incurred as a result of Your use of the Mobile Payment Service on a compromised Mobile Device. You further acknowledge that You will properly maintain the security of Your Mobile Device used in conjunction with the Mobile Payment Service by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs. You will not allow other persons to store their biometrics on Your Mobile Device. If You lose Your Mobile Device, You will act promptly to prevent unauthorized use.

51. **WARRANTIES AND LIABILITIES** – You acknowledge and agree that: (a) We do not warrant the operability or functionality of the Mobile Payment Service or that it will be available to complete a Transaction; (b) We do not warrant that any particular merchant will offer the payment method accessed through the Mobile Payment Service; and (c) We do not guarantee the availability or operability of any wireless networks or of any Mobile Device. You understand that You should keep Your physical Debit Card with You to use in the event the Mobile Payment Service is unavailable for whatever reason. Furthermore, You explicitly exclude Us, all partners and associated service providers from all liability whatsoever in relation to the Mobile Payments Service, and by extension their respective directors, officers and employees, including, without limitation, any liability in relation to the sale, distribution, use or the performance or non-performance of the Mobile Payments Service. You acknowledge and confirm ownership of the respective intellectual property rights by the Financial Institution, its partners and associated service providers.

52. **LOCATION-BASED SERVICES (ONLY APPLICABLE IF MOBILE APP IS USED IN CONJUNCTION WITH LOCATION-BASED SERVICES)** – You acknowledge that the Mobile Payment Service may be used in conjunction with location based services, and agree that We may collect, transmit, process, display, disclose, maintain or use location based data.

53. **USER LICENSING TERMS** – You agree that You will not copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Service or any part of the Service. You will not license, sublicense, market or distribute the Mobile Payment Service, or provide any copies to a Third Party. You will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Service, and You will not use any part of the Mobile Payment Service to gain access to interconnecting software applications to do the same.

54. **JURISDICTION** – You acknowledge that this Agreement is subject to the laws and jurisdictions as defined by Us, irrespective of where You downloaded or enabled the Mobile Payments Service. You understand that We may monitor and enforce compliance with these terms.

55. **RECEIPT OF COPY OF AGREEMENT** – You acknowledge the receipt of a true copy of this Agreement or a previous version signed by You upon initiation of the PIN based Debit Card service or Mobile Payment Service and that this Agreement does not require signature by Us. You acknowledge that this Agreement may be amended unilaterally by Us upon thirty (30) days' notice being published on the Financial Institution's Website or on Our banking app or by posting notice of the changes to this Agreement in branch and until this Agreement is terminated, the use or continued use of the Debit Card or Mobile Payment Service by You shall be conclusively deemed to be the acceptance by You of any amendments to this Agreement. You also agree to keep this copy of this Agreement for Your own records. You understand You may obtain from any branch of the Financial Institution a copy of any changes to this Agreement or the revised agreement.

56. **MODIFICATION OF AGREEMENT** – The Financial Institution may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to Your future use of The Services from time to time, for any reason, without any liability to You or any other person. The Financial Institution may provide notice of a change to this Agreement by mailing notice to Your 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 Your attention. You are responsible for regularly reviewing the terms and conditions of this Agreement. If You use these Services after the effective date of an amendment to this Agreement, it will mean that You agree to the amendment and adopt and are bound by the newer version of this Agreement. You must not change, supplement, or amend this Agreement by any means.

57. **OTHER AGREEMENTS – SCOPE OF AGREEMENT** – This Agreement supplements any prior agreement governing the use of the Debit Card and the PIN or virtual Debit Card and Passcode, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility or the operation of any Account. This Agreement applies to any Account specified herein, as well, to any other account designated by You from time to time for use in connection with the Debit Card or Mobile Payment Service.

In addition to this Agreement, the terms and conditions of the Account Agreement between You and the Financial Institution will apply to The Services and to Transactions made under this Agreement, except as expressly provided otherwise in this Agreement. If there is a conflict between the terms and conditions of the Account Agreement or any other agreements between You and the Financial Institution and the terms and conditions of this Agreement, then the terms and conditions of this Agreement will supercede and apply in respect of The Services. There are no representations or warranties made by Us to You concerning The Services except for the representations, warranties, and obligations of the Financial Institution as expressly set out in this Agreement. Any advice, information, or statements provided by Us, 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 You may not rely upon any such advice or information.

58. **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 You in connection with this Agreement may be given to You by delivering a written notice to Your Contact Info, or, except as to confidential financial information specific to You, by posting notice at the Financial Institution's premises or on the Financial Institution's website, or banking app or by any other means We, acting reasonably, consider appropriate to bring the notice to Your attention. You are deemed to have received any notice sent by Us to Your Contact Info on the earlier of the time and date that You actually receive the notice or 24 hours after We send it, if sent by email, SMS Text or facsimile and 5 days if sent by mail. Notices published on Our Website are deemed published on the day when first published.

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

60. **ELECTRONIC EXECUTION** – This Agreement may be executed electronically. Use of The Services shall be deemed to be acceptance of these terms and conditions as of the date of first use, or in the case of a modification of this Agreement, acceptance of the modified terms and conditions.

61. **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.

62. **ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of the Financial Institution and You and Your heirs, executors, successors, and assigns.

63. **PROCEEDS OF CRIME LEGISLATION** – You acknowledge that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* apply to the operation of the Account and that We will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. You agree to abide by and comply with all such laws and procedures.

64. **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.

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

66. **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** – You acknowledge Your acceptance of these PFM Special Terms such that they form and are part of this Agreement — Personal Accounts (the "**Agreement**"). The Financial Institution does not offer Direct Services for Personal Accounts other than in accordance with these terms and conditions.

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

   i) to consent to the use of all and each of Your personal information for purposes of the provision and use of PFM Services; and

   ii) to acknowledge, accept and agree to be bound by the terms of the Agreement and these PFM Special Terms, including Schedule I to the PFM Special Terms, so as to form a valid and binding agreement as between all of You and the Financial Institution.

   You expressly accepting these terms do so on behalf of all persons being the Depositor and understand that these representations and warranties, and acceptance of these terms, will be relied upon by Us in providing PFM Services. You expressly accepting these terms understand that if these representations and warranties are untrue it may cause loss, harm and damage to Us for which the Depositor is responsible. You expressly accepting these terms hereby agree to indemnify and hold Us harmless from any loss, damage, costs, including reasonable legal fees, claims or other harm that may be suffered as a result of Our reliance upon these representations and warranties.

2. **PERSONAL FINANCIAL MANAGEMENT ACCOUNT LINKING CONSENT** – You understand that the Personal Financial Management tool and account linking service, defined in the Agreement as the "**PFM Service**", is being offered through Your 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 You wish to subscribe, access, or use the PFM Service that You 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**"). You understand 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 You share certain otherwise confidential and personal information to engage the PFM Service.

3. **PFM DISCLOSURE OF ACCESS CODE AND CONFIDENTIAL INFORMATION TO LINKED ACCOUNTS** – You authorize 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 Your personal information, including Your personal access codes, in order to link the External Accounts to Your Account with the Financial Institution, and periodically access the External Accounts to update Your personal information and to perform data analytics on all linked accounts to present information and reports to You and make available to You and Your Financial Institution, a personal financial management summary of all of Your linked accounts and transactions thereon. Notwithstanding the foregoing, this provision shall not be deemed to in any way diminish Your 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 You 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 You of any unusual or unauthorized account activity on any Account or any External Accounts. You understand that the institutions holding Your External Accounts may prohibit disclosure of Your personal access codes, and that it is Your responsibility to confirm that Your personal access codes can be disclosed to Yodlee for the purpose of linking the External Accounts. This will not be confirmed by Us, the F.I. Affiliates, or Yodlee.

4. **PFM SERVICE DISCLAIMER** – You confirm that You are permitted to link Your External Accounts, and You accept all risk associated with the linking of Your Financial Institution Account to Your External Accounts, including all risk associated with disclosure of Your personal access codes. You agree and acknowledge 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 Your Financial Institution Account with Your External Accounts, or arising from disclosure of Your personal access codes for purposes of linking Your 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 their representatives.

5. **MARKETING CONSENT FOR PFM SERVICE** – You understand that if You have 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 Your linked accounts to provide promotional and marketing information to You.

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

7. **ASSET/LIABILITY CONSENT** – YOU UNDERSTAND THAT THE PFM SERVICE CAN KEEP TRACK AND PROVIDE YOU WITH COMPREHENSIVE SPECIFIC ANALYSIS OF YOUR FINANCIAL SITUATION ONLY IF YOU KEEP SUCH INFORMATION COMPLETE AND CURRENT AND THAT IF YOU DO NOT DO SO, THAT THE REPORTS AND ANALYTICS PERFORMED AS PART OF THE PFM SERVICE WILL BE INCOMPLETE AND MAY CONTAIN ERRONEOUS INFORMATION. YOU AUTHORIZE THE FINANCIAL INSTITUTION AND THE F.I. AFFILIATES TO COLLECT, USE, AND DISCLOSE YOUR PERSONAL INFORMATION IN ORDER TO ADD, MODIFY, OR DELETE REFERENCE TO THE ASSET(S) OR LIABILITY(IES) TO YOUR ACCOUNT WITH THE FINANCIAL INSTITUTION, WHETHER IN THE FUTURE OR THE PAST. YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE FOR KEEPING YOUR 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.

SCHEDULE I — MANDATORY PROVISIONS FOR CUSTOMER AGREEMENT (CONTINUED)

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.