ELECTRONIC SERVICES AGREEMENT

TERMS AND CONDITIONS

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

This Agreement consists of the following sections:

1. Interpretation 3
2. Modification of Agreement 6
3. Personal Information 7
4. Use of Services 7
5. Service Charges and Fees 7
6. Availability of Electronic Services 8
7. Authorization For Transactions 8
8. Identity, Proof of Identity 9
9. Remote Instructions 11
10. Verification and Acceptance of Transactions by the Credit Union 11
11. Credit Union Records 11
12. Liability for Errors and Omissions 12
13. Exclusion of Credit Union Responsibility 12
14. Unauthorized Transactions and Transaction Problems 12
15. Electronic Device Security 13
16. Fraud Prevention and Detection 13
17. Links 13
18. Third Party Service Providers 13
19. Indemnity 14
20. Electronic Services Acknowledgement 15
21. Ongoing Verification Obligations 15
22. Electronic Delivery of Information 16
23. Bill Payments Made Through Electronic Services 18
24. Government and Revenue Agency Services 19
25. Electronic Services and Third Party Services 20
26. Transfers with External Accounts 21

27. Transfers with Linked Accounts 22
28. e-Transfer Services 22
29. Remote Deposits 26
30. Online Payment 28
31. Viewing Cheque Imaging 29
32. Stop Cheque 29
33. Digital Wallet 30
34. Debit Card Management 31
35. Security Alerts 32
36. Business Banking 33
37. Other Agreements 36
38. Software License 36
39. Services are “As Is” and “As Available” 37
40. Limited Liability 37
41. Notices 37
42. Termination 37
43. Electronic Execution 37
44. Applicable Law 37
45. Enurement 37
46. Proceeds of Crime Legislation 38
47. Severability 38
48. No Waiver 38
49. Choice of Language 38

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

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

"**Account**" means any of your deposit, savings, chequing, loan, or other financial accounts or subaccounts (if applicable) that you may have now or in the future, at the Credit Union.

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

"**Captured Images/Data**" means images of an Instrument and related data created or submitted through a Remote Deposit Service, including information required to process the item.

"**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.

"**Corporate RDC**" or "**Corporate Remote Deposit Capture**" means a Remote Deposit Service that we make available to a Business, through Business Electronic Services, for use by approved Business Users to create and transmit Captured Images/Data for deposit to the Business's designated Account.

"**Credit Union**", "**we**", "**us**" or "**our**" means Steinbach Credit Union and all of its subsidiaries, affiliates and divisions.

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

"**Designated Information System**" means Electronic Services or another electronic system designated by us for electronic delivery of Electronic Information.

"**Electronic Delivery Preferences**" means your selected preferences for receiving Electronic Information in electronic form only or in paper and electronic form.

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

"**Electronic Information**" means monthly or periodic account statements, disclosures, notices, confirmations, certificates, tax documents, terms and conditions, prospectuses or other offering documents, account opening applications, agreements and amendments applicable to your Accounts, and any other information we may be required or permitted to send to you now or in the future under legislation for your Accounts, when provided in electronic form.

"**Electronic Services**" means the services, features and functionality made available by or through us, whether through an internet or mobile banking platform, website, mobile application, telephone, email, SMS, secure mailbox, or other electronic channel, that allow you to access, view, manage or use an Account, membership, profile, product or service, receive or send Electronic Information, submit requests or applications, make or schedule Transactions, manage security or preferences, or communicate with us. Electronic Services may be provided using systems operated by us or by Third Party Service Providers and may make Independent Third-Party Services available.

"**Eligible Bill**" means a bill as defined in the by-laws, Rules, or standards under the *Canadian Payments Act*. Under this Agreement, an Eligible Bill must be a paper-based Instrument, complete and regular on its face, immediately payable to you as payee, and be a cheque, bank draft, or Credit Union official cheque, denominated in Canadian Dollars and drawn on a financial institution domiciled in Canada. Post-dated Instruments, third party Instruments delivered with the payee in blank, Instruments endorsed over to you, or Instruments altered after being drawn do not qualify as Eligible Bills.

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

"**External Account Holder**" means an entity holding your External Account.

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

"**Independent Third-Party Service**" means a service, feature or functionality made available through Electronic Services, a website, mobile application, link, redirect, embedded connection or single sign-on connection that is provided and controlled by a person other than us and is not provided on our behalf.

"**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.

"**Multi-Factor Authentication**" or "**MFA**" means an authentication process that uses two or more different factors, such as something you know, possess or are, to verify your identity or authorize access or a Transaction.

"**Notice Contact Information**" means the contact information (mailing address, email address, fax number or telephone number that can receive SMS texts) provided by you to, and accepted by, us, through which we give written notice to you in accordance with this Agreement.

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

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

"**PAD**" means a Preauthorized Debit.

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

"**Password**" means the personal access word, personal access code, or personal identification number (PIN) used to access or log into Electronic Services or to authorize a Transaction by or through the Electronic Services.

"**Payment Item**" means an Eligible Bill or other Instrument that is eligible for deposit through a Remote Deposit Service, including Corporate RDC, subject to applicable rules and any requirements specified by us or an applicable Third Party Service Provider.

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

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

"**Provisioning Data**" means information provided in connection with a Remote Deposit Service about an authorized user, Account, limits or other permissions used to provide or manage the service.

"**Registered Device**" or "**Trusted Device**" means an Electronic Device that has been enrolled, registered or recognized by us or a Third Party Service Provider for use in accessing Electronic Services or receiving or authorizing Transactions.

"**Remembered Login**" means a convenience feature that allows an Identity, login profile or other login information to be remembered on an Electronic Device or within Electronic Services for future access.

"**Remote Deposit Service**" means the remote deposit capture service provided by us and/or any Third Party Service Provider, that allows you, using an authorized Electronic Device to create, transmit, and receive to the benefit of us an Official Image for deposit to the Account.

"**Remote Instructions**" means instructions given to us with respect to the operation of the Account from a remote location, using a computer, portable or wearable device, telephone,

fax, our online banking system, email, text message, or other remote communication acceptable to us.

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

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

"**Step-Up Authentication**" means an additional authentication or verification step required for access to Electronic Services or to initiate, approve, change or complete a Transaction or other request because of the nature, amount, destination, timing, device, location, risk or other circumstances of the activity.

"**Third Party**" means any person, firm, corporation, association, organization or entity (other than you or us);

"**Third Party Service Providers**" means any person or entity engaged by us, directly or indirectly, to provide, host, operate, authenticate, process, support, secure, administer or enable Electronic Services or any aspect of Electronic Services on our behalf. A Third Party Service Provider does not include the provider of an Independent Third-Party Service unless that provider is also acting on our behalf for the relevant Electronic Services.

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

"**Unsanctioned Aggregation Service**" means an online account aggregation or personal financial management service provided by an Unsanctioned Aggregator that retrieves and presents your accounts in a single location. This does not include a personal financial management feature that we may offer through Electronic Services.

"**Unsanctioned Aggregator**" means a third party who provides an Unsanctioned Aggregation Service, but does not include a Third Party Service Provider we retain for a personal financial management feature we offer through Electronic Services.

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

"**Verification Code**" means a temporary code or credential issued or accepted for a limited time or single use to verify your identity or authorize access or a Transaction.

2. MODIFICATION OF AGREEMENT – We may amend this Agreement as it relates to your future use of Electronic Services at any time, for any reason, without liability. We may provide notice as set out in the "Notices" section below, including through Electronic Information. You are responsible for regularly reviewing this Agreement. By using Electronic Services after an amendment takes effect, you agree to be bound by the amended Agreement. You must not change or amend this Agreement.

3. **PERSONAL INFORMATION**– We may collect, use, disclose, store and process your personal information and other information relating to you, your Accounts, Electronic Device, Identity, Proof of Identity, Transactions and use of Electronic Services in accordance with this Agreement, our privacy policies and applicable law to: (i) provide, operate, administer and secure Electronic Services; (ii) enroll and authenticate you; (iii) process Transactions, requests and applications; (iv) provide support, fraud prevention, risk management and service continuity; (v) meet legal, regulatory and compliance obligations; and (vi) improve Electronic Services. This information may include device, network, location and usage information collected through our websites and mobile applications, and may be analyzed using automated tools, including to assess risk and to detect and prevent fraud. We may share this information with Third Party Service Providers and their suppliers and agents for these purposes as permitted by law. Your information may be stored, processed or accessed outside the province or outside Canada (including for data hosting, backup and disaster recovery purposes) by us, our Third Party Service Providers and their suppliers and agents, as described in our privacy policies. Information stored or processed outside Canada is subject to the laws of the jurisdiction in which it is located and may be accessible to the courts, law enforcement and regulatory authorities of that jurisdiction. We may release your confidential information: (a) as required by law; (b) with your consent; or (c) as necessary to process Transactions.

4. **USE OF SERVICES**– You may use Electronic Services to access any permitted Account, membership, profile, product or service and to submit requests, applications, profile changes and Transactions permitted by us, starting when you accept this Agreement and we approve your request. Available features, functions, Accounts, products, services and access levels may be added, changed, limited or withdrawn.

   You agree to provide true, accurate, current and complete information about you, the Account, any membership or profile, and any External Account when required. You agree to notify us of any changes within a reasonable time.

   Electronic Services may allow you to submit a request, an application to open or add an Account or product, an instruction to change profile or contact information, or another request. A submission is a request or instruction only; it does not mean that we have approved, accepted, completed or agreed to the requested action. We may require additional information, identity verification, consents, or follow-up before acting.

   A status, confirmation, receipt, message or other information displayed through Electronic Services indicates only the status reported by the applicable system at the time displayed and may be delayed, incomplete, changed or subject to later verification or reversal. Unless we expressly state otherwise, our records, the Account Agreement and applicable product or service terms govern, and a profile change or other request is effective only when successfully received and processed by us or a provider acting on our behalf and confirmed or displayed as processed.

5. **SERVICE CHARGES AND FEES**– You agree to pay the service charges that we, or a Third Party Service Provider, establish for Electronic Services, including charges for providing records we are legally required to provide. We may increase or decrease service charges and provide notice as set out in the section titled “Notices” in this Agreement. Current service charges

may be obtained by contacting us or through our website. You are responsible for determining the current service charges in advance of requesting services. By requesting Electronic Services, you agree to pay the applicable service charges then in effect. We can deduct service charges from the Account when the service is requested or performed. New or amended charges become effective on the earlier of the stated effective date, when the service is requested or performed, or when incurred, and no later than 30 days after publication.

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

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

(a) Always using current firewall and anti-virus programs, and promptly installing all updates and security patches for all software used;

(b) Never providing any account information or, any Identity or any Proof of Identity to anyone in response to any unsolicited communication, including but not limited to email, SMS messages, or push notifications, or to anyone else who may pretend to represent us and ask for this information;

(c) Never clicking on a link provided in any unsolicited communication, including but not limited to email, SMS messages, or push notifications;

(d) Always verifying the identity of any caller claiming to represent us, and the authenticity of any telephone number or website address provided by a caller or in an unsolicited email; and

(e) Always signing off and closing the web browser promptly and completing all requirements in online banking or the mobile application and/or signing off and closing the mobile device application for the Credit Union.

7. AUTHORIZATION FOR TRANSACTIONS– Using your Password, Proof of Identity, MFA, Verification Code, biometric verification, Registered Device, Trusted Device or other authentication method to access Electronic Services or authorize a Transaction constitutes

authorization in the same manner as if given by you in person. Once used to authorize a Transaction, the Transaction cannot be revoked or countermanded.

You irrevocably authorize us to debit or credit the amount of any Transaction to the Account, together with any service charges or fees, authorized using the Password, Proof of Identity, MFA, Verification Code, biometric verification, Registered Device, Trusted Device, Step-Up Authentication or other authentication method required or accepted by us, in accordance with our normal practices.

Electronic Services may permit you to schedule one-time future-dated or recurring Transactions, including transfers, bill payments, payments or other instructions, but excluding e-Transfers which cannot be scheduled or set as recurring. You authorize each Transaction in the schedule as provided by us and remain responsible for the amount, date, frequency, recipient, payee, Account, available funds, limits, approvals and other information for each Transaction. A scheduled or recurring Transaction may be delayed, rejected, held, changed, suspended, cancelled, reversed or processed differently because of cut-off times, non-business days, insufficient funds, limits, verification, security or fraud controls, changes to the service, or the acts or omissions of a recipient, payee, network or provider.

You must review scheduled and recurring Transactions and their status and may edit or cancel them only using the method and within the time we make available; a request to edit or cancel is effective only when successfully received and processed. Any service-specific terms or applicable rules prevail in the event of a conflict.

8. IDENTITY, PROOF OF IDENTITY AND PASSWORD – Your Identity, Proof of Identity, Password and other authentication methods identify and authenticate you for Electronic Services access. We may require or permit Remembered Login, biometric verification, Verification Code, MFA, a Registered Device or Trusted Device, security questions, a passphrase or Step-Up Authentication. You may change or remove an Identity, Password or other credential only by the method we make available. We may change, add, limit, suspend or withdraw any authentication method at any time for security, legal, operational or risk-management reasons.

You agree to keep your Identity, Proof of Identity and Password confidential and take reasonable precautions to keep your Electronic Device secure. These precautions include the following:

(a) if any Proof of Identity or Password must be recorded, you will not record it on your Electronic Device (unless you are using an encrypted password manager program or similar application) or keep it near your Electronic Device;

(b) avoiding a Proof of Identity or Password that may be easily determined by others, such as your name, birthday, phone number, address, or Social Insurance Number;

(c) not disclosing your Identity, Proof of Identity or Password voluntarily to anyone, including to a family member, friend, other financial institution, agent, employee or law enforcement agency; and

(d) taking all reasonable precautions to ensure that no one finds out your Identity, your Proof of Identity or Password while logging into the Electronic Services.

We may implement additional security measures, including MFA, Verification Code, biometric verification, Registered Device or Trusted Device enrollment and Step-Up Authentication. You agree to comply with all instructions concerning such measures. Where we make available settings that allow you to configure Transaction limits or restrict access or Transactions by country, geographic location, day or time, the settings, scope and effective time are those displayed through Electronic Services. A setting is effective only when successfully received and processed and confirmed or displayed.

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

If you disclose your Identity, Proof of Identity or Password to another person, any Transaction made by that person will be deemed authorized by you. You are responsible for the accuracy of your Transaction instructions. Electronic payment instructions may be final and irrevocable. If you share your Identity, Proof of Identity or Password with an Unsanctioned Aggregator: (i) we will not assist the Unsanctioned Aggregator and will not be responsible for information it retrieves; (ii) we will not be responsible for any resulting losses; (iii) you are responsible for reviewing the Unsanctioned Aggregator's security and privacy standards; (iv) you will change your Password immediately when you end the service; and (v) we may prevent Unsanctioned Aggregators from accessing your Accounts.

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

(a) your Debit Card is lost or stolen, or has been used by someone else;

(b) your Identity, Proof of Identity, Password or other credentials that are used to log into Electronic Device have become known to someone else;

(c) there has been any misuse or unauthorized use of your Identity, a Password, and/or such other form of Proof of Identity; or

(d) you receive Notification of any Transaction affecting your Account that alerts you of Account activity that was not authorized by you.

You will change your Identity, Password or any other form of Proof of Identity if any of the events listed in paragraphs (a) through (d) above occur.

You are responsible for all Transactions authorized by you using your Password, biometrics, fingerprint, facial recognition, MFA, Verification Code or other authentication method and for all Transactions where your Debit Card or Password are used. You are also responsible if:

(a) you make any entry error or worthless or fraudulent deposit;

(b) you fail to notify us immediately; or

(c) you voluntarily allow another person to use your Electronic Device if your Debit Card is stored in a digital wallet on the Electronic Device.

(d) Your liability may exceed your Account's credit balance or available funds if:

(e) your Account has overdraft protection or is linked to a line of credit, or is linked with another account having these features; or

(f) the Transaction is completed because of an entry error or a fraudulent or worthless deposit.

9. REMOTE INSTRUCTIONS – You may provide Remote Instructions to any branch of the Credit Union as permitted by us, online through the Electronic Services, through our mobile application, or through our telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

We may, but are not obliged to, act on Remote Instructions received in your name along with any requisite Password or Proof of Identity to the same extent as if the instructions were written and signed by you. Any such Remote Instructions are deemed genuine. We may, in our sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instruction.

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

10. VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY THE CREDIT UNION– All Transactions are subject to verification and acceptance by us and, if not accepted, or if subsequently determined to be in error, improper or unauthorized, we may reverse them from your Account. Verification may occur after the Transaction date. If we determine that a credit was made in error, based on a mistake of fact, or tainted by fraud or unlawful conduct, we may place a hold on or reverse the credit and any applicable interest.

11. CREDIT UNION RECORDS – Our records of all Transactions will be deemed to be correct and will be conclusive and binding on you. All Transactions will appear on the regular statements of account for the Account. If you believe or suspect that our records contain an error or omission, or reflect unauthorized Account activity, you agree to give immediate notice to us in the manner set out in the section titled "Notices" in this Agreement, and in any event, you agree to do so within the time provided in the Account Agreement.

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

12. LIABILITY FOR ERRORS AND OMISSIONS – If we make an error or omission in recording or processing any Transaction, we are only liable for the amount of the error or omission if you have not caused or contributed to the error or omission in any way, you have complied with this Agreement and the Account Agreement, and you have given notice to us in the manner set out in the section titled "Notices" in this Agreement within the time provided in the Account Agreement, and to the extent the liability is not otherwise excluded by this Agreement or the Account Agreement. If you have given such notice, our maximum liability is limited to the amount of the error or omission. In no event will we be liable for any delay, inconvenience, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) whatsoever caused by, or arising from, any such error or omission.

13. EXCLUSION OF CREDIT UNION RESPONSIBILITY– Except as expressly contemplated in this Agreement, we are not responsible for any loss or damage except to the extent caused by our gross negligence or wilful misconduct, and in any such case we will not be liable for any indirect, special, consequential, or exemplary damages (including loss of profits) regardless of the cause of action and even if we have been advised of the possibility of such damages. Except as expressly provided otherwise, we will not be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) caused by:

(a) the actions of, or any failure to act by, you, or any other party (and no other party will be considered to be acting as an agent for us unless expressly authorized to do so for that purpose);

(b) the inaccuracies or inadequacies of any information furnished by you to us, including any failed, duplicative, or erroneous transmission of Remote Instructions;

(c) the failure by us to perform or fulfill any of our obligations to you, due to any cause beyond our control; or

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

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

will not necessarily, be made for losses from a problem or unauthorized Transaction in this time frame provided that you have complied with this Agreement and on the balance of probabilities it is shown that you took all reasonable and required steps to:

(a) protect the confidentiality of your Password and such other form of Proof of Identity as required by this Agreement and the Account Agreement;

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

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

15. **ELECTRONIC DEVICE SECURITY**– If Electronic Services are made available through the Internet, telephone or mobile application, although we use security safeguards, security is not guaranteed and information is transmitted at your risk. You must ensure that any Electronic Device used to access Electronic Services is password-protected, has current anti-Contaminant software and a firewall. You are responsible to reduce the risk of Contaminants or online attacks. You will sign out of Electronic Services and close the browser when finished. Using public or shared computers, or accessing Electronic Services through open Wi-Fi or shared Bluetooth, increases the risk of unauthorized access.

Electronic Services may display or allow you to print, download, export, save, screenshot, forward or otherwise share receipts, confirmations, statements, Account information, images, messages or other information. If you move or share that information outside the secure Electronic Services environment, including by email, SMS, messaging or social-media application, cloud storage, accounting software or another service or device, it may no longer be protected by our security safeguards and may be accessed, used, altered, disclosed or lost by others. You are responsible for confirming the recipient and for the security and privacy of the destination, and you assume the resulting risks to the extent permitted by law.

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

17. **LINKS**– We may provide links or connections to websites, applications or services of Third Party Service Providers or providers of Independent Third-Party Services. Those services may be subject to separate agreements and privacy policies and may not be available at all times. A link or connection is provided for convenience and does not mean we provide, control or endorse the linked service. Except as expressly stated otherwise, we have no liability for an Independent Third-Party Service, its provider, its content or its acts or omissions.

18. **THIRD PARTY SERVICE PROVIDERS**– We may use Third Party Service Providers to provide, operate, support or enable Electronic Services on our behalf. We may also make

Independent Third-Party Services available through Electronic Services. The following provisions apply:

(a) where a Third Party Service Provider acts on our behalf, it may process information, including personal information, Identity, Proof of Identity, Account information, Transaction information, and Official Images, only as necessary to provide or support the Electronic Services, to maintain and improve the services it provides to us, comply with law, or as otherwise permitted by this Agreement and our privacy policies, and may use information that does not identify you for statistical purposes. You consent to that processing for the duration of the Electronic Services and as reasonably necessary to complete processing or comply with law.

(b) the use of a Third Party Service Provider acting on our behalf does not make that provider an independent provider of the applicable Electronic Services to you. We may rely on that provider and its systems, and the availability, operation and performance of the applicable Electronic Services may depend on that provider;

(c) an Independent Third-Party Service is provided and controlled by its provider and not by us. Your relationship with the provider is separate from your relationship with us and may be governed by separate terms and privacy policies;

(d) you may be required to accept the provider's terms and conditions and provide information or consent before using an Independent Third-Party Service. You are responsible for reviewing those terms and policies and for providing accurate information and any authorization required by the provider;

(e) we make no representation or warranty to you regarding an Independent Third-Party Service, even if it is accessed through or appears within Electronic Services, and, to the extent permitted by law, you assume the risks associated with accessing or using it;

(f) we have no responsibility or liability to you in respect of an Independent Third-Party Service or its provider, and any dispute relating to it is between you and the provider. This does not limit any rights or remedies you may have against us for Electronic Services that we provide or that a Third Party Service Provider provides on our behalf; and

(g) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* may apply to services provided by Third Party Service Providers or providers of Independent Third-Party Services, and the applicable provider may adopt policies to address reporting, record-keeping, client identification and monitoring requirements.

19. INDEMNITY– You agree to indemnify and hold us, our Third Party Service Providers, and their connected parties and affiliates (collectively, the "**Indemnified Parties**") harmless from all liabilities, costs, losses, expenses and damages (including reasonable legal fees) arising from your use of Electronic Services. You agree to assist and cooperate with the Indemnified

Parties in the defence of any such claim. You also indemnify the Indemnified Parties against liability arising from:

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

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

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

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

(e) the consequences of any Transaction authorized by you.

The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law.

20. ELECTRONIC SERVICES ACKNOWLEDGEMENT– You agree that:

(a) when transfers and bill payments are authorized through Electronic Services, funds are deemed irrevocably transferred and the Transaction cannot be revoked;

(b) anyone with access to your Identity and Password or Proof of Identity may access Electronic Services, transfer money, set up bill payments, and authorize Transactions;

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

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

(e) a copy of an electronic communication, including Electronic Information delivered through Electronic Services, is admissible in legal proceedings and constitutes the same authority as would an original document in writing.

21. ONGOING VERIFICATION OBLIGATIONS– You agree that:

(a) you are responsible for obtaining and reviewing a monthly statement of Account activity, and must notify us by the end of the following calendar month (the "**Notification Date**") of any errors, irregularities, omissions, unauthorized Transactions, forgeries, or debits wrongly made to the Account;

(b) after the Notification Date (except for errors, irregularities, omissions, or unauthorized Transactions you have already notified us of), 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:

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

(ii) a statement of account is not considered processed until it has been verified and accepted by us. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.

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

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

(ii) where the purpose of the PAD was for payment of goods and services related to your commercial activities, the time period for making such a claim is 10 business days from the date of debiting.

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

22. ELECTRONIC DELIVERY OF INFORMATION - By accepting this Agreement, using Electronic Services, or opting in to electronic delivery through your Electronic Delivery Preferences, you

authorize us to provide Electronic Information electronically in accordance with your Electronic Delivery Preferences and the following terms:

(a) we will deliver Electronic Information by making it available to you through the Designated Information System in accordance with your Electronic Delivery Preferences;

(b) Electronic Information is deemed to be delivered to you on the day that it is made available to you through the Designated Information System and not on the day that you actually access it;

(c) you must access the Designated Information System to review your Electronic Information on a regular basis and, in any event, at least once every 30 days. A courtesy notification, if any, does not change your obligation to access the Designated Information System. If you are unable to access the Designated Information System to meet this obligation for any reason, you should change your Electronic Delivery Preferences or withdraw your authorization as set out below. We will not be responsible to you for any damages or costs resulting from your failure to access your Electronic Information;

(d) it is your responsibility to retain a copy of your Electronic Information by printing or saving it while it is available through the Designated Information System. We may provide you with a paper copy of any Electronic Information that you have received electronically, subject to any applicable fee under our published service-charge schedule;

(e) Electronic Information will be available through the Designated Information System for the retention period displayed or otherwise communicated to you, and no minimum retention period is guaranteed, subject to the Account remaining open, your continued enrollment in Electronic Services, and your Electronic Delivery Preferences continuing to permit electronic delivery;

(f) as a courtesy, we may send a notification to your Notice Contact Information when new Electronic Information is available through the Designated Information System. Any such notification is for convenience only and is not a condition of delivery. Email, SMS text messages, and other electronic communications may not be secure or reliable and may not be received by you in a timely manner or at all. We will not be responsible to you for any damages or costs resulting from your failure to receive a courtesy notification;

(g) tax documents will be delivered electronically through the Designated Information System. Paper delivery of tax documents is not available through Electronic Delivery Preferences;

(h) Electronic Information for a joint Account will be delivered in accordance with the designation, authorization, and enrollment requirements we make available, which may include delivery to one designated joint holder or access for each authorized joint holder;

(i) you may change your Electronic Delivery Preferences or withdraw your authorization to receive Electronic Information electronically by using the method we make available. If you change your Electronic Delivery Preferences, you will continue to be responsible for reviewing your Electronic Information and we will provide paper copies in accordance with your changed preferences, subject to applicable law;

(j) we may provide Electronic Information in paper form or by another delivery method if we are unable to provide it electronically, if required by law, or at our discretion;

(k) you will advise us of any changes to your Notice Contact Information, including any change in your email address;

(l) Electronic Information may be composed, processed, stored, presented or delivered through a Third Party Service Provider on our behalf. It may be presented as a PDF file or another electronic format and may require you to have third-party software installed on your Electronic Device. You are responsible for obtaining and maintaining any hardware, operating system, software, and internet or telecommunications services needed to access Electronic Information. We do not own or operate, and are not responsible for, any third-party software. The availability of Electronic Information and the Designated Information System may be interrupted and is not guaranteed to be continuous or permanent;

(m) any agreements applicable to your Accounts continue to apply. You are required to review all of your Electronic Information in accordance with the provisions of those agreements and, if you think there is an error, you must contact us as set out in those agreements.

23. BILL PAYMENTS MADE THROUGH ELECTRONIC SERVICES– You agree that:

(a) bill payments made through Electronic Services, including immediate, future-dated and recurring payments, are not necessarily processed immediately. Processing time depends on factors such as the time of authorization, cut-off times, non-business days, and the recipient's accounting processes;

(b) it is your responsibility to ensure that each bill payment, including each future-dated or recurring payment, is authorized and maintained in sufficient time for the payment to be received by the bill payment recipient before its due date, and to review the payee, amount, date, frequency and status;

(c) we will not be liable for any loss, damage, or inconvenience arising from any error, non-payment or delay in processing bill payments;

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

(e) if we, absent gross negligence or wilful misconduct, initiate or process a Bill Payment Error Correction Debit affecting your Accounts or affairs, we shall be held harmless for any and all loss, costs, or damages suffered or incurred by you, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

24. GOVERNMENT AND REVENUE AGENCY SERVICES - If we make available a service that allows you to submit or manage a direct-deposit request with a government or revenue agency, including the Canada Revenue Agency (CRA), or to add a government payee, file a return, remit or pay business taxes, GST/HST, corporate taxes, payroll or source deductions, instalments or other government amounts:

(a) the service and any available forms, payees, account types, currencies, limits, dates and features are those displayed through Electronic Services and may be provided, processed or supported by a Third Party Service Provider or an Independent Third-Party Service;

(b) you are responsible for the accuracy, completeness and timeliness of information, forms, government or tax account numbers, payment amounts, filing periods, deadlines, direct-deposit details and other instructions submitted through the service, and for ensuring that you have authority to provide them. We and any applicable provider may rely on that information without independently verifying it.

(c) a submission, confirmation, receipt or status displayed through Electronic Services does not establish that a government or revenue agency, including the CRA, has accepted, filed, assessed, credited or paid a return, direct-deposit request or amount. Official records of the applicable government or revenue agency and the Credit Union's records govern. We do not guarantee that a request, filing or payment will be accepted, processed or completed by the applicable agency, and you remain responsible for meeting all deadlines and confirming the result.

(d) you are responsible for ensuring that the applicable Account has sufficient available funds to cover each amount, fee and charge when required for processing. You are responsible for any service charges or fees imposed by us or an applicable Third Party Service Provider in connection with the service, and we may debit those amounts from the Account in accordance with this Agreement.

(e) neither we nor any Third Party Service Provider provides legal or tax advice through the service. You are responsible for obtaining independent advice and for determining and complying with your legal and tax obligations, including applicable filing and payment deadlines.

(f) you are responsible for retaining copies of all returns, forms, confirmations, receipts, payment details and other records submitted or generated through the service for the period required by applicable law, the relevant agency or provider, or your own record-keeping needs. Electronic Services are not a records-storage service, and records may not remain available indefinitely.

(g) a request to correct or cancel a direct-deposit request, return, remittance, filing or payment may be subject to applicable cut-off times, the processing status of the request and the requirements of the relevant agency or provider. A correction or cancellation may not be possible or effective after submission or transmission, and we do not guarantee that it can be made.

(h) your use of the service is subject to the applicable rules, terms, policies, forms, deadlines and requirements of the relevant government or revenue agency and any applicable Third Party Service Provider, as amended.

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

(a) use the services to post, upload, reproduce, distribute, or transmit content where such activity constitutes a criminal offence;

(b) use the services to post, upload, reproduce, distribute, or transmit content where such activity gives rise to civil liability or violates our rights, any Third Party Service Provider's rights, or any Third Party's rights;

(c) use the services of another provider to engage in or facilitate any activity that violates this Agreement; and

(d) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Electronic Services or services made available from Third Party Service Providers).

If you breach subsections (a) through (d), your participation in Electronic Services may be restricted, suspended or terminated, and your content, data or materials may be blocked, filtered or deleted.

If Electronic Services allow you to provide a profile picture, message, file, document, image or other content (collectively, "**Member Content**"), you retain ownership of Member Content. You grant us and Third Party Service Providers a non-exclusive, limited, royalty-free licence to host, store, reproduce, transmit, display, format and process Member Content as reasonably necessary to provide or support Electronic Services, comply with law, or as authorized by you.

You represent that you have the rights needed to provide Member Content and that it does not include content you are not permitted to share. Provide only information necessary for the applicable purpose. We may block, remove or decline to process Member Content where permitted by this Agreement, applicable law or Third Party Service Provider requirements.

We, our Third Party Service Providers, and our licensors own all intellectual property rights in Electronic Services. No part of any website page may be reproduced, republished, downloaded, posted, transmitted, distributed or modified without our express written

permission, except for personal and non-commercial use in accordance with this Agreement. Nothing in this Agreement confers a right to use our works, trademarks or logos.

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

(a) you agree to inform us in writing of the External Accounts you wish to link in a form acceptable to us;

(b) we reserve the right to refuse to accept the External Account;

(c) you agree to provide the financial institution number, branch address or number, and account number of the External Account. We may 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) we may limit the type of transfers (credits, debits, or both) between the Account and the External Account;

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

(h) we reserve the right to limit the number of External Accounts that can be linked to the Account;

(i) we reserve the right to limit the dollar amount of Transactions to or from the External Account;

(j) we reserve the right to limit the number of Transactions to or from the External Account;

(k) we reserve the right to hold funds on the Transaction amount;

(l) you consent to the disclosure to the External Account Holder of any personal information provided to us with respect to Transactions to or from the External Account;

(m) funds usually arrive in your External Account or Account within 3 to 5 business days. We cannot guarantee the deposit date. We and Third Party Service Providers will not be liable for any loss or inconvenience arising from a delay in processing;

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

(o) for security or risk management purposes, we may credit a nominal sum to the External Account once per year.

27. TRANSFERS WITH LINKED ACCOUNTS – If we, through Electronic Services, enable you to link or consolidate multiple Accounts, memberships, profiles, products or subaccounts under one Identity, username or login, that link or consolidation does not merge the Accounts, memberships or profiles, change their separate legal or contractual status, or expand your authority over any Account or product. The information, features, Transactions, alerts, documents and preferences available through the consolidated or linked view may differ among Accounts and may depend on the access rights, status and agreements applicable to each one. If the Accounts are linked through Electronic Services, then:

(a) we reserve the right to refuse to accept any Account;

(b) we may limit the type of Transactions that can be authorized between the Accounts (credits, debits, or both);

(c) we reserve the right to limit the number of Accounts that can be linked;

(d) we reserve the right to limit the dollar amount of Transactions made to or from a linked Account;

(e) we reserve the right to limit the number of Transactions made to or from a linked Account;

(f) we reserve the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by us, during which time the Transaction or portion thereof will not be accessible to you;

(g) we cannot guarantee the date of a Transaction to or from a linked Account. We and Third Party Service Providers will not be liable for any loss or inconvenience arising from a delay in processing; and

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

Linking or consolidating Accounts, memberships or profiles may affect what appears on a home page, account list, transaction history, statement or other screen, and may cause a change to the status, access, credentials, limits or security settings for one Account, membership or profile to affect access to another. Removing, relinking, locking, suspending or closing one may also affect the linked or consolidated view. You must review the Accounts and information displayed and notify us of any error or unauthorized access.

28. E-TRANSFER SERVICES– If we make e-Transfer Services available and you use them:

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

(i) "**Account Number Routing**" means an e-Transfer service that allows an e-Transfer to be sent directly to a recipient's account using the recipient's institution number, transit number and account number, rather than an email address or telephone number.

(ii) "**Autodeposit e-Transfer**" means an e-Transfer that is deposited to the designated account of a recipient without the use of an e-Transfer Answer.

(iii) "**Autodeposit Recipient**" means a recipient who has registered for Autodeposit e-Transfer at a Participating Financial Institution.

(iv) "**e-Transfer**" means an *Interac* e-Transfer® transaction sent or received through the e-Transfer Services.

(v) "**e-Transfer Answer**" means the word or phrase created by the sender of an e-Transfer and used by the recipient to claim or decline the money transfer using e-Transfer Services.

(vi) "**e-Transfer Contact Information**" means the email address, telephone number, or account number (including institution, transit, and account number for Account Number Routing) used in sending and receiving an e-Transfer.

(vii) "**e-Transfer Notice**" means the electronic notice sent to the recipient of an e-Transfer, when such money transfer is sent using e-Transfer Services.

(viii) "**e-Transfer Services**" means the service that facilitates the sending and receiving of an e-Transfer, Autodeposit e-Transfer or Request e-Transfer (using an Electronic Device) through Electronic Services to and from Participating Financial Institutions, and/or the Third Party Service Provider's payment service.

(ix) "**Interac**" means Interac Corp. and includes its successors and assigns. It supplies services related to e-Transfers to us and other financial institutions participating in the e-Transfer Services.

(x) "**Request e-Transfer**" means a request from a requester to a sender for an e-Transfer of funds to a designated account.

(xi) "**Wrongful Activity**" means any use or attempted use of the e-Transfer Services by you, acting alone or in concert, that is fraudulent, unauthorized, made in bad faith or otherwise improper, whether for financial gain or otherwise.

(b) e-Transfer Services and Transactions are subject to applicable Interac rules, Participating Financial Institution policies and Third Party Service Provider requirements, as amended;

(c) the e-Transfer Services are only available in Canadian dollars;

(d) the Account will be debited when you initiate a Transaction. We may hold the amount until claimed or cancelled and will not pay interest. We have a security interest in the amount until then;

(e) Transactions are subject to number and dollar limits that may change without notice. We are not liable for losses resulting from holds or limits;

(f) an e-Transfer Notice will be sent to the recipient after you initiate the Transaction;

(g) you will keep the e-Transfer Answer confidential and not disclose it except to the intended recipient. The recipient must provide the e-Transfer Answer to claim or decline the Transaction;

(h) we, Participating Financial Institutions and Third Party Service Providers may pay the Transaction amount to anyone who provides the e-Transfer Answer, has registered for Autodeposit, or sends a Request e-Transfer that you complete. We are not liable for losses if someone guesses or obtains the Answer, for improper Autodeposit or Request e-Transfer confirmation, or for any third party's acts or omissions;

(i) you will not include the e-Transfer Answer in the Transaction details and will not disclose it except as required to claim or decline;

(j) the recipient may claim a Transaction through the Credit Union, another Participating Financial Institution or the Third Party Service Provider. If the recipient declines, the Transaction will be returned to you;

(k) funds usually arrive in the recipient's account within 1 to 5 business days from claim. We cannot guarantee the deposit date. The Transaction will be returned if the recipient does not claim it within 30 days, if it cannot be sent to the e-Transfer Contact Information, or if the recipient declines;

(l) you are responsible for providing correct e-Transfer Contact Information and the recipient's consent. You must immediately update it if it changes;

(m) if the recipient claims via a Third Party Service Provider but provides incorrect account information, the provider may request correct information or mail an Instrument. We will not pay interest;

(n) we may cancel a Transaction if we believe a mistake occurred or the Transaction is unlawful or fraudulent;

(o) you may cancel a Transaction before the recipient claims it. As recipient, you acknowledge the sender may cancel until you claim;

(p) for Request e-Transfers, we may send a notice to the recipient. You are responsible for obtaining consent. If you receive a Request e-Transfer, confirm the requester is your intended recipient before accepting. The recipient must have an account at a Participating Financial Institution with Request e-Transfer features;

(q) for Autodeposit, you must complete registration. After registration, e-Transfers sent to you will be deposited automatically. If you send to an Autodeposit Recipient, you will be prompted to confirm the recipient;

(r) personal information collected for e-Transfer Services will be treated in accordance with our privacy policies and may be shared with Participating Financial Institutions and Third Party Service Providers. Disputes will be handled directly between sender and recipient;

(s) the Credit Union, Interac, Participating Financial Institutions, networks or Third Party Service Providers may delay, block, refuse, restrict, suspend, cancel, reverse or discontinue access to e-Transfer Services or any Transaction for legal, regulatory, compliance, fraud, security, risk-management, technical or operational reasons. We are not liable for any cost, loss, damage, or inconvenience arising from such restrictions, processing delays, or Transactions claimed by someone other than the intended recipient, except for reimbursement expressly provided below;

(t) if you are the sender of an e-Transfer, we will reimburse you if the funds do not reach the intended recipient (an "**Intercepted Transaction**"), provided you did not participate in the Wrongful Activity and provided the following conditions are satisfied for e-Transfers, Autodeposit e-Transfers and Request e-Transfers, as applicable:

(i) for e-Transfers requiring an e-Transfer Answer: (a) you did not include the answer to the question in the memo or optional message field, and (b) the intended recipient did not make the question and answer widely available;

(ii) for Autodeposit e-Transfers the intended Autodeposit Recipient's email account has been compromised and the intended Autodeposit Recipient's legal name or trade name is the same as or similar to the legal name or trade name used by the fraudster;

(iii) for Request e-Transfers, the intended requester's legal name or trade name is the same as or similar to the legal name or trade name used by the fraudster and the fraudster has requested funds from a legitimate sender responding to the request by mimicking or imitating the requester's email;

(iv) you have complied with this Agreement; and

(v) you cooperate with any investigation conducted by us; and

(u) we are entitled to investigate a claim for reimbursement involving an Intercepted Transaction to determine if the foregoing conditions are met. If an investigation is undertaken, we will advise you of the nature and likely duration of the investigation. The results of the investigation may be made available to other financial institutions involved in the claim.

29. REMOTE DEPOSITS- If we make the Remote Deposit Service available and you use it:

(a) solely for the Remote Deposit Service, we appoint you as our agent to create and transmit Official Images to us in accordance with the Rules and applicable legislation. Transmission of an Official Image has the same effect as if the Instrument was delivered to a branch. This agency cannot be delegated. You are responsible for:

(i) compliance with this Agreement,

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

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

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

(v) verifying that deposits reconcile with transmission dates and amounts and providing immediate notice of any errors, omissions, irregularities, suspected fraudulent Instruments, or security compromises;

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

(c) the creation of an Official Image will be done using a method authorized by us. You agree to take all precautions to prevent any other person from creating or transmitting an Official Image to the credit of your Account;

(d) nothing in this Agreement obliges us to accept any item for deposit. You shall not transmit an Official Image of any item that does not qualify as an Eligible Bill, is post-dated, stale-dated, received from anyone other than the drawer, or altered. If you have concerns about an item, bring the original to a branch;

(e) Eligible Bills are restricted to paper cheques (including bank drafts or Receiver General warrants) in Canadian dollars drawn on a Canadian financial institution. You shall not deposit any Instrument into an Account in a different currency;

(f) Official Images are subject to number and dollar limits that may change without prior notice;

(g) any Transaction made when the Credit Union is not open for business may be credited to the Account on the next business day;

(h) once an Official Image has been transmitted, no further Official Images of that Eligible Bill will be created or transmitted unless we request it. You agree to make no

further use of the original and retain it safely. You agree to indemnify the Credit Union, its Third Party Service Providers, and their connected parties (collectively, the "**Indemnified Parties**") from all liabilities and costs, including reasonable legal fees, arising from your use of the Remote Deposit Service or duplicate negotiation. You agree to cooperate in the defence of any claim;

(i) on transmission of an Official Image to us, you must immediately mark the face of the Eligible Bill with a notation (such as "void" or "paid") that prevents renegotiation and indicates the item has been imaged, taking care not to obliterate material particulars. You shall retain the original Eligible Bill for 120 days (or such shorter period as we stipulate in writing) and produce it to us within 5 business days of written request. If you fail to comply with such a request, we can place a hold on or reverse any credit to the Account, even if this creates an overdraft. If no written request is received within that time, and you have verified a credit to the Account, you agree to immediately destroy the original Eligible Bill in accordance with the Rules and applicable law (by shredding, pulping, burning, or other means that ensures it 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) electronic notices may be sent after you transmit an Official Image, including to advise of receipt. To receive notices, you agree to provide Notice Contact Information;

(l) an electronic notice is for information purposes only and does not guarantee that the Official Image will be accepted or credited; and

(m) we will not be liable for any loss or inconvenience arising from use of the Remote Deposit Service, including processing delays or our requiring another Instrument.

Corporate Remote Deposit Capture - The following additional terms apply only to a Business using Corporate RDC through Business Electronic Services. If we make Corporate RDC available to the Business and a Business User uses it:

(a) the Business and each Business User may create and transmit Captured Images/Data for eligible Payment Items only for deposit to the Business's designated Account and solely as agent for and on behalf of the Credit Union. The Business may not permit any other person to use Corporate RDC and may not further delegate that agency role except as permitted by the Credit Union and applicable service rules;

(b) before a Business or Business User uses Corporate RDC, the Business must accept any access agreement required by the Credit Union and ensure that it: (i) identifies Central 1 as an intended third-party beneficiary and gives Central 1 protections no less favourable than those given to the Credit Union; (ii) grants the Credit Union, Central 1 and applicable service providers all consents, permissions and licences necessary to provide Corporate RDC, clear and settle Payment Items and use

Captured Images/Data; (iii) contains the agency, approved capture method, retention and destruction, security, no-additional-warranty and other requirements made available by the Credit Union; and (iv) permits immediate suspension or cancellation for breach, unauthorized, unlawful or fraudulent use or a threat to service security; and

(c) Corporate RDC may be used only by approved Business Users, with the devices, software and capture methods specified or expressly approved by the applicable provider and for Payment Items permitted by applicable rules. The Business is responsible for the acts and omissions of its Business Users, for reviewing any available submission, approval, rejection, cancellation or recall status, for retaining and securely destroying original Payment Items as required, and for ensuring that an acceptance or status displayed through the service is not treated as evidence that a Payment Item has cleared or been deposited. The Credit Union and applicable providers may immediately suspend, restrict or cancel Corporate RDC for the reasons set out above.

30. ONLINE PAYMENT– If we make the Online Payment Service available and you use it:

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

(i) "**Online Payment Service**" means the online payment service provided by a Third Party Service Provider that facilitates the sending and receiving of money through Electronic Services and the Third Party Service Provider to Participating Financial Institutions for the purchase of goods and services from Participating Merchants; and

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

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

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

(d) when you authorize a Transaction, if funds or credit are available, the amount will be withdrawn or held until the Participating Merchant claims it or 30 minutes elapse. No interest is payable. We are deemed to have a security interest in the amount until the hold is removed;

(e) Transactions are subject to number and dollar limits that may change without prior notice;

(f) we are not liable for any losses resulting from funds held or limits set by us, Third Party Service Providers, a Participating Merchant, or a Participating Financial Institution;

(g) we, the Participating Financial Institution, and Third Party Service Providers may pay the Transaction amount to anyone who claims to be the Participating Merchant and provides the payment authorization details within 30 minutes;

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

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

(j) we or any Third Party Service Provider may cancel a Transaction once it is authorized but before payment authorization details are sent to the Participating Merchant, if there is reason to believe that a mistake has occurred or that the Transaction is a product of unlawful or fraudulent activity;

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

(l) all disputes, including refund requests, will be handled directly between you and the Participating Merchant. A refund may be received through Electronic Services or another method the Participating Merchant deems appropriate;

(m) we may refuse, in our sole discretion, to provide the Online Payment Service for you;

(n) electronic Notifications may be sent to you at the Notice Contact Information after you authorize a Transaction, including to advise you that the Account has been debited;

(o) an electronic Notification is for information purposes only and does not guarantee the Participating Merchant will claim the Transaction or that you have successfully purchased the product or service; and

(p) we will not be liable for any loss or inconvenience arising from the Online Payment Services, including processing delays or a Participating Merchant failing to claim a Transaction.

31. VIEWING CHEQUE IMAGING– We may permit you to view and print images of Instruments (including void Instruments) drawn on the Account. Images may be available before we determine whether the Instrument will be honoured. The provision of images does not mean the Transaction has been processed or oblige us to honour the Instrument.

32. STOP CHEQUE – We may permit you to request a stop payment on a cheque that has not yet been completed (the "**Stop Cheque Service**"). If you use the Stop Cheque Service:

(a) a stop payment is an instruction by you to us to refuse payment if that cheque is presented to us for payment. A release of stop payment negates a stop payment;

(b) we cannot stop payment of a cheque that has cleared or been negotiated at a branch, and all required information (Account number, serial number, date and amount) must be provided;

(c) we may accept your instruction to stop payment on a cheque without determining whether the cheque has been honoured on presentment;

(d) we are not liable for any loss or inconvenience arising from complying or failing to comply with a stop payment or release; and

(e) the stop payment instructions will not be processed if there are not sufficient funds in the Account for the Stop Payment Services charge.

33. DIGITAL WALLET– If we make a digital wallet available and you use it:

(a) a digital wallet allows you to make contactless, remote, in-app and web payments using a provisioned or tokenized card credential associated with your Debit Card. You may not need to present the physical Debit Card or enter credentials;

(b) you may only use digital wallets approved by us, and we may withdraw approval. Use is subject to limits and requirements determined by us, merchants, the wallet provider, payment networks, token service providers or processors;

(c) you must accept the separate terms and privacy policy of the wallet provider at enrolment. We are not responsible for problems with the digital wallet or the acts or omissions of the wallet provider or other third parties. The Account Agreement, cardholder agreement, this Agreement and payment-network rules continue to apply;

(d) collection, use and disclosure of your information in connection with a digital wallet is governed by our privacy policies and applicable law. You consent to the Credit Union, wallet provider, payment networks, token service providers, processors and their service providers collecting, using and disclosing your Debit Card, Account, contact, Transaction, provisioning, authentication, Electronic Device, and security information for provisioning, operating, supporting, and improving the digital wallet and complying with law;

(e) any Transaction history or other transaction information displayed in a digital wallet is for informational purposes only. The Credit Union's records and statements for the Account govern, subject to the Account Agreement;

(f) you agree to receive communications from us about your Debit Card in a digital wallet. You may withdraw consent but may be unable to continue using the digital wallet;

(g) to enrol a Debit Card, you must follow the instructions provided, provide requested information and complete identity-verification steps. The Credit Union, wallet provider, payment network, token service provider or processor may refuse,

suspend, remove or deactivate a Debit Card or card credential, with or without notice, for any reason;

(h) wallet-specific fees, if any, will be disclosed. Service charges for the Debit Card or Account may continue to apply. You are responsible for fees imposed by the wallet provider or your phone company;

(i) you must maintain the security of your Electronic Device with a secure access code or biometric, keep it up to date with the latest operating system and security software, and use only the latest version of the digital wallet;

(j) you must protect your Proof of Identity and credentials for the Electronic Device and digital wallet. If you share these credentials, any payments made will be deemed authorized by you. If another person's credentials can unlock the Electronic Device, their payments will be deemed authorized by you;

(k) you must not use a digital wallet on an Electronic Device with compromised security (e.g., rooted or jailbroken). If you do, any payments will be deemed authorized by you;

(l) removing a Debit Card from a digital wallet or locking or erasing an Electronic Device does not notify the Credit Union. You must separately notify us if your Debit Card or Electronic Device is lost, stolen, or compromised;

(m) you must delete your Debit Card from your digital wallet if:

(i) you upgrade, change, sell, give away, or otherwise dispose of your Electronic Device;

(ii) you temporarily give possession of your Electronic Device to any other person (including for repairs);

(iii) you terminate your digital wallet service; or

(iv) we ask you to do so.

34. DEBIT CARD MANAGEMENT – "**Debit Card Management Service**" means the service that allows you to submit settings to restrict categories of Debit Card Transactions, set limits and, where offered, report a Debit Card as lost or stolen. If we make this service available and you use it:

(a) to use the Debit Card Management Service, you must have access to Electronic Services on your Electronic Device and use the Debit Card Management Service through Electronic Services;

(b) the settings available, the categories of Transactions to which they apply, the limits that may be set and the Debit Cards eligible for the service may be changed, added or removed;

(c) a submission made through the Debit Card Management Service that is properly authenticated using the Identity, Proof of Identity, Password or other authentication method required by us is your instruction to us, and we may rely on it as if it had been made by you directly;

(d) a setting or a report that a Debit Card is lost or stolen is effective only when the submission has been successfully received and processed by us or a Third Party Service Provider acting on our behalf and the setting or report has been confirmed or displayed through the Debit Card Management Service, as applicable;

(e) a setting may not prevent every Transaction because of timing, prior authorizations, processing stage, merchant or terminal information, geographic or merchant-category coding, or other circumstances; the service does not replace or modify the authorization or processing rules applicable to Debit Card Transactions;

(f) you are responsible for verifying current settings, safeguarding your Debit Card, Electronic Device, Identity, Proof of Identity and credentials, monitoring the Account and Transactions, and promptly reporting any error, loss, theft, unauthorized use or unauthorized Transaction;

(g) a successful report that a Debit Card is lost or stolen submitted through a method expressly designated by us for that purpose constitutes notice to us of the loss or theft, but merely locking a Debit Card or changing a setting through the Debit Card Management Service does not constitute notice to us of a lost or stolen Debit Card or unauthorized activity;

(h) we may apply, remove, override or decline to apply a requested setting, and may restrict, suspend, change or discontinue the Debit Card Management Service, with or without notice and for any reason, including security, fraud-prevention, legal, operational or risk-management reasons;

(i) all other provisions of this Agreement applicable to Electronic Services or Debit Cards, including those relating to Third Party Service Providers, availability, security, indemnity, disclaimers, liability and termination, apply to your use of the Debit Card Management Service.

35. SECURITY ALERTS – If we make the Alerts Services available and you use them, you agree that:

(a) the following terms will have the following meanings in this section (and elsewhere in this Agreement): (i) "**Alerts**" means notifications about events or situations we make available through the Alerts Services. Alerts may be sent by email, SMS text message or push notification to an Electronic Device; (ii) "**Alerts Section**" means the location in Electronic Services where you can select, manage and view your Alerts; and (iii) "**Alerts Services**" means the Alert notification service that we may offer through the Electronic Services;

(b) we may make all or part of the Alerts Services available to you but we are not obliged to do so. The availability of the Alerts Services may also depend on whether the Alerts Services is supported by your mobile carrier;

(c) you may select each type of Alert and how you receive it (email, SMS or push notification), subject to any additional requirements we set;

(d) we can, without notice, add or remove an Alert from the Alerts Services, impose limits on the number of email addresses or Electronic Devices thatyou will be allowed to receive Alerts to, and/or limit how a particular type of Alert is made available to you (i.e. only by email or SMS text message, etc.);

(e) Alerts are not encrypted and will be sent by a non-secure method such as email, text message or push notification. Alerts may also be lost, reviewed, intercepted or changed by others before they are received by you; and

(f) we do not charge for Alerts, but standard message and data rates may be charged by your mobile carrier. Your relationship with your mobile carrier is separate from your relationship with us. Any dispute about carrier rates is between you and your carrier, and you will not raise any claim against us.

SMS TEXT MESSAGES – If you choose to receive Alerts or Verification Codes by SMS text message, you agree to receive SMS text messages from Steinbach Credit Union at the mobile number you provide to us. You also agree as follows:

(a) We use SMS text messages to send Verification Codes and security messages in connection with enrolment, login, password recovery, adding a payee, changing your contact information and other Electronic Services activity, and to send the Alerts you choose to receive by SMS.

(b) We do not use this service to send marketing or promotional messages. Message frequency varies depending on the Alerts you select and your Account activity. Message and data rates may apply and mobile carriers are not liable for delayed or undelivered messages.

(c) You may stop receiving an Alert by SMS text message at any time by turning off the SMS option for that Alert in the Alerts Section, or by replying STOP (or ARRET) to any SMS text message from us. Replying STOP will stop all SMS text messages from that number, including Verification Codes, which may affect your ability to access or use certain Electronic Services. You may resume receiving Verification Codes by SMS text message by replying START to the same number, and you may turn SMS Alerts back on in the Alerts Section, or you may use another authentication method we make available. For help, you may reply HELP (or AIDE) to any SMS text message from us or contact us at 1-800-728-6440 or scu@scu.mb.ca and for more information, you may reply INFO.

36. BUSINESS BANKING – The additional terms in this section apply to your access and use of Business Electronic Services. If there is a conflict between this section and the general terms

of this Agreement, this section applies. Each provision applies to you, the Business and each Business User unless it refers only to the Business and/or the Signing Officer.

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

(a) "**Authorized User**" means an individual who has been authorized by a Business to access its Accounts through Electronic Services and to conduct Transactions on behalf of the Business through Electronic Services, subject to any permissions and limits established by the Business or the Credit Union. An Authorized User is not, solely by reason of being an Authorized User, a Signing Officer or other authorized signor on the Business's Accounts. An Authorized User's authority is limited to Electronic Services and does not authorize the individual to conduct Transactions or otherwise act on behalf of the Business through a branch or other service channel. Authorized Users are available only on the Commercial Banking Platform.

(b) "**Business**" means the sole proprietorship, corporation, general partnership, limited partnership, limited liability partnership, unincorporated association or other business organization that we have approved to use the Electronic Services.

(c) "**Business Electronic Services**" means the Electronic Services that we make available for use by or onbehalf of Businesses and Business Users, including through our signer-led business digital banking platform for Businesses with simpler access and approval needs (the "**Business Banking Platform**") and our commercial digital banking platform for Businesses that require more detailed control over Business Users, Account access, Transaction permissions, limits and approvals (the "**Commercial Banking Platform**"). We determine which platform is made available to a Business, and the roles, features, functions and services available may differ between the platforms.

(d) "**Business User**" means a Signing Officer, Delegate, or Authorized User.

(e) "**Delegate**" means any person authorized by a Signing Officer on behalf of the Business to undertake limited actions with respect to Account functions, which may include preparing or initiating Transactions subject to Signing Officer approval.

(f) "**Signing Officer**" means any person authorized by the Business to provide any instructions or authorize any Transactions on the Account, including through Electronic Services or at a branch, and for whom notice of such authorization has been given to the Credit Union.

Different Levels of Access – We may provide different levels of access to Business Electronic Services for differentcategories of Business Users. A Business User's access may include viewing information, creating or initiating Transactions, setting preferences or limits, approving, rejecting, cancelling or recalling Transactions, managing Delegates, or performing other functions displayed through Electronic Services. The available functions will be limited by the level of access we provide. Certain functions, such as shared templates and account sweeping, may be available only on the Commercial Banking Platform, where available. Any template, sweep or other automated instruction set up through Business

Electronic Services is an instruction of the Business, and the Business is responsible for its accuracy and for maintaining sufficient funds. It is the responsibility of the Business to ensure that the level of access for each Business User is appropriate and remains current.

By designating a person as a Signing Officer, the Business authorizes that person to view information about the Business, carry out online Transactions and, where enabled, initiate, approve or otherwise act on Transactions on behalf of the Business. On the Business Banking Platform, Signing Officers are also authorized to appoint, change or remove Delegates through the methods we make available. On the Commercial Banking Platform, Business Users and their roles, Account access, Transaction permissions, limits and approval authority are set up and administered by us, or through the administration methods we make available, on the instructions of the Business.

If the Business requires more than one Signing Officer to authorize a Transaction, Electronic Services may permit one Signing Officer or another Business User to initiate or prepare it, but the required Signing Officer(s) must approve it before it is completed. On the Commercial Banking Platform, approval requirements may also be set by Business User, Account or type of Transaction, and a Transaction may require one or more approvals from Business Users with the required approval authority. A Transaction may remain pending until all required approvals are received, and an approval, rejection, cancellation or recall request is effective only when successfully received and processed by us or a provider acting on our behalf. We may, in our sole discretion, receive or rely on instructions from any single Signing Officer on behalf of the Business even if two or more signatures are otherwise required to operate the Account (e.g., to sign cheques).

By designating a person as a Delegate, the Business authorizes that person to access and view information about the Business and the Accounts and to perform only the functions assigned to the Delegate and displayed through Electronic Services. Delegates may be permitted to prepare or initiate Transactions, but may not approve, release or complete a Transaction unless the Business and we expressly permit it. Any Transaction started by a Delegate must be approved by the required Signing Officer(s) or, on the Commercial Banking Platform, by a Business User with the required approval authority, before completion. The Business is responsible for monitoring Delegate activity and promptly changing or removing access when appropriate.

We are not responsible for determining the adequacy of a Business User's authority and may rely on any instruction within the scope of their designated authority. A Business User's action may bind the Business even without specific authorization in the particular instance. The Business is responsible for verifying the identity and authority of each Business User. A request to appoint, change, suspend or remove a Business User may take time to process; existing permissions remain effective until the request is processed.

Where Electronic Services provide pending-Transaction lists, approvals, recalls or audit trails, the Business must review them promptly and maintain its own records. A displayed status, audit trail or confirmation is informational and does not guarantee that a Transaction has settled, been recalled or been completed; the Credit Union's records and the applicable Account Agreement govern. A recall or cancellation request may not stop a Transaction already processed or transmitted.

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

Collection, Use and Disclosure of Personal Information – The Business will ensure that each Business User consents to the collection, use and disclosure of his or her personal information as required in order for us: (i) to verify his or her identity; (ii) to provide financial services and products to the Business, including to carry out actions and Transactions as the Business User may instruct; and (iii) to comply with legal and regulatory requirements. The Business will also ensure that each Business User is informed that his or her personal information may be shared with our Third Party Service Providers and may be stored, processed or accessed outside Canada as described in section 3 and our privacy policies.

Passwords – The Business will ensure that each Business User follows the duties in this Agreement, including the duty to carefully choose a Password, keep it secret, and change it if they suspect someone else knows it. The Business will also ensure that each Electronic Device used to access Business Electronic Services has up-to-date anti-virus and anti-spyware programs and a firewall, where such security measures are available.

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

Indemnity by Business – The Business agrees to indemnify us from all liability (other than due to our gross negligence or misconduct), including reasonable legal fees, arising from a breach of this Agreement by the Business or a Business User, or from our acting or declining to act upon any instruction. This indemnity is in addition to any other indemnity the Business may provide and survives termination.

37. **OTHER AGREEMENTS**– The terms and conditions of the Account Agreement will also apply to Electronic Services and Transactions, except as expressly provided otherwise in this Agreement. If there is a conflict between the Account Agreement and this Agreement, this Agreement will apply in respect of Electronic Services. There are no representations or warranties concerning Electronic Services except as expressly set out in this Agreement. Any advice or information provided by us or any Third Party Service Providers will not create any representation, warranty, or condition, or vary this Agreement, including the liability exclusions, limitations, and indemnity provisions.

38. **SOFTWARE LICENSE**– If you download software we make available for Electronic Services, we grant you a non-exclusive, non-transferable, single-user licence for your use only. This licence authorizes you to use the software on your Electronic Device to access Electronic Services. This licence may not be assigned without our written consent. We retain all ownership rights, including copyright. You agree not to copy, reproduce, transfer, disclose, distribute or reverse engineer the software. By installing the software, you consent to

installation and updates; you may withdraw consent by deleting the software. YOU ACCEPT ANY SOFTWARE "AS IS" AND ASSUME ALL RISK FOR ITS PERFORMANCE. WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE.

39. **SERVICES ARE "AS IS" AND "AS AVAILABLE"**– All services are provided on an "as is" and "as available" basis. Except as expressly provided in this Agreement or where prohibited by law, we disclaim all representations, warranties and conditions, express, implied or collateral, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not represent or warrant that the services will meet your requirements, or that their operation will be uninterrupted, secure or error free.

40. **LIMITED LIABILITY**– We will be liable only for your direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from this Agreement or our services. We will not be liable for any other direct damages. We will not be liable to you for any other damages or losses, including indirect, incidental, special, consequential, aggravated or punitive damages, loss of profits, loss of revenue, loss of business opportunities, inconvenience, or claims of other persons, even if we were advised of the possibility of such damages or losses, or they resulted from our gross negligence, fraud or wilful misconduct. We will not under any circumstances be liable for direct damages or any other damages or losses suffered by you or any other person, where you could with reasonable diligence have obtained coverage for the damages or losses with a commercially available policy of insurance. The limitations in this article apply to any act or omission by us or by any of our team members, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law.

41. **NOTICES**– Any notice to us must be provided at the address or fax number in the Account Agreement, or by authenticated electronic communication, phone or in person at a branch if permitted. We will not be considered to have received non-written notice until we give written acknowledgement. Any notice to you may be given by mail to your Notice Contact Information, through Electronic Information, by posting at our branches or website, on our social media platforms, or by other reasonable means.

42. **TERMINATION**– This Agreement may be terminated by either party on not less than 1 business day's prior written notice. Termination does not release you from any obligations incurred under this Agreement.

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

44. **APPLICABLE LAW** – This Agreement is governed by the laws of the province of incorporation of the Credit Union and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

45. **ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of us and you and your heirs, executors, personal representative, successors, and assigns. Notwithstanding the foregoing, you may not assign this Agreement or transfer any of

your rights under this Agreement to any party, and any purported attempt to do so will be null and void.

46. **PROCEEDS OF CRIME LEGISLATION**– The *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* apply to the Account and we will adopt policies to address the reporting, record-keeping, client identification, and monitoring requirements of that legislation. You agree to comply with all such laws and procedures.

47. **SEVERABILITY** – This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then the offending portion of the provision shall be expunged and the remainder of such provision will be interpreted to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision and such invalidity or unenforceability will not affect any other provision of this Agreement.

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

49. **CHOICE OF LANGUAGE** – It is the express wish of the parties that this Agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

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