



## Direct Services Agreement

### Member Accounts

#### Terms & Conditions

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

In consideration of the Credit Union providing access to any of your Accounts using Direct 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.

“**Access Terminal**” means any device used to access any of your Accounts, including without limitation an ATM, a computer, a portable hand-held or wearable device, or a telephone including any form of mobile device.

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

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

“**ATM**” means an automated teller machine.

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

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

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

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

**“Direct Services”** means the services offered by us from time to time that let you access the Account using an Access Terminal. However, Direct Services do not include card services such as debit cards or smart cards, including those provided by a Third Party.

**“EDP Services”** means an electronic mail service that facilitates the delivery of bills and invoices from Billers to their customers using Direct Services.

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

**“EMT”** means an electronic money transfer.

**“EMT Answer”** means the word or phrase created by the sender of an EMT and used by the recipient to claim or decline the money transfer using EMT Services.

**“EMT Contact Information”** means the electronic contact information, including without limitation an account number, payment identifier, email address or telephone number, used in sending and receiving of an EMT using EMT Services.

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

**“EMT Services”** means the service that facilitates the sending and receiving of an EMT (using including without limitation account number, payment identifier, email address or telephone number) through Direct Services to and from Participating Financial Institutions, and/or the Third Party Service Provider’s payment service.

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

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

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

**“Instrument”** means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable instrument, or

item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

**“Notice Contact Information”** means the contact information, including, without limitation, mailing address (including postal code), email address, fax number or telephone number that can receive SMS texts, provided by you to, and accepted by, us, through which we give written notice to you in accordance with this Agreement.

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

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

**“Online Payment Service”** means the online payment service provided by a Third Party Service Provider that facilitates the sending and receiving of money through Direct Services and the Third Party Service Provider to Participating Financial Institutions for the purchase of goods and services from Participating Merchants.

**“PAC”** means the personal access code used in connection with Remote Instructions.

**“PAD”** means a Preauthorized Debit.

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

**“Participating Merchant”** means a merchant that offers the Online Payment Service as an online payment option on the merchant’s website.

**“Password”** means the PAC or PIW used with Direct Services to access an Account.

**“PIN”** means the personal identification number to access an ATM.

**“PIW”** means the personal identification word used in connection with Remote Instructions.

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

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

**“Remote Deposit Service”** means the remote deposit capture service provided by us and/or any Third Party Service Provider, and accessed through Direct Services, that allows you, using an Access Terminal and/or any other means authorized by us in our sole discretion from time to

time, 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 hand-held or wearable device, telephone, mobile telephone, fax, via our online banking system, email, text message transmission, or other remote communication acceptable to us in order to operate the Account or authorize Transactions and make arrangements with us.

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

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

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

**“Third Party Service Providers”** means any person, firm, corporation, association, organization, or entity providing Direct Services (or any aspect of Direct Services) for or on behalf of us to our members, which, by way of example, shall include Central 1 Credit Union.

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

**“Wrongful Activity”** means any use or attempted use of the EMT Services by you or a Third Party, acting alone or in concert, that is fraudulent, unauthorized, made in bad faith or otherwise improper, whether for financial gain or otherwise.

**“you”** and **“your”** means the customer or member of the Credit Union who holds the Account with us authorized for Direct Services. When used herein, you may refer to a corporation, partnership or any other entity or an individual, and words importing a feminine gender shall be read deemed to include feminine and neutral genders or an entity.

2. **PERSONAL INFORMATION** – We may collect, use, and disclose your personal information in order to provide financial services and products to you, to verify or determine your identity in accordance with our *Know Your Client* obligations, and to comply with legal and regulatory requirements, all in accordance with this Agreement and our privacy policies. We may obtain, collect, use, and release your confidential information as permitted or required by law or in a court proceeding or with your consent or as necessary to process Transactions. If you subscribe for any personal financial management services, special terms and conditions will apply as more particularly set forth in a separate agreement, which shall be deemed to form part of this Agreement.
3. **USE OF SERVICES** – You may use Direct Services to access any permitted Account and to authorize such Transactions as may be permitted by us from time to time, commencing upon the day these terms and conditions are accepted by you and your request for Direct Services is approved by us. You cannot use Direct Services to authorize Transactions on an Account that otherwise requires more than 1 authorization (i.e. with multiple signature requirements) unless prior authorization is received in writing and with our approval. We may, from time to time, add to or delete from the types of use permitted and Direct Services offered.

In connection with Direct Services, you agree to provide true, accurate, current, and complete information about you, the Account, and any External Account when required by us. Further, you agree to notify us in the manner set out in section 40, of any changes to such information within a reasonable period of time.

4. **SERVICE CHARGES AND FEES** – You will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party Service Provider. You will pay the service charges that we establish, from time to time, for Direct Services, including, without limitation, service charges for providing records regarding you that we are legally required to provide. You acknowledge receipt of a schedule of our charges for Direct Services in effect at the time of acceptance of this Agreement. We may, from time to time, increase or decrease the service charges for Direct Services and provide notice of such changes in the manner set out in section 40. Current service charges for Direct Services may be obtained by contacting us or through our website. You are responsible for determining the then current service charges for Direct Services you request, in advance of requesting those services. By requesting Direct Services, you acknowledge your agreement to pay service charges for the Direct Services requested by you then in effect. We can deduct service charges from the Account (or your other accounts with us) when the service is requested or performed. New or amended service charges and fees will become effective on the earlier of the stated effective date following publication, when the service is requested or performed, or when incurred, and in any event, no later than 30 days after publication by the Credit Union.
5. **AVAILABILITY OF DIRECT SERVICES** – You acknowledge that the availability of Direct Services depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to us and Third Party Service Providers and that there is no guarantee or obligation to provide continuous or uninterrupted service. Neither we nor any Third Party Service Providers are liable for any cost, loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, special, or consequential, that you may suffer in any way arising from non-continuous or interrupted service or the Credit Union or any Third Party Service Providers providing or failing to provide Direct Services, or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment or other technical malfunctions or disturbances for any reason whatsoever, nor are we or any Third Party Service Providers liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, garbled, or delayed transmissions, or online failures (collectively, “Interruption Claims”), even if you have advised us of such consequences. You release and agree to hold harmless the Credit Union and any Third Party Service Providers from any and all Interruption Claims.

You will 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.

You must:

- always use current firewall and anti-virus programs, and promptly install all updates and security patches for all software used;
- never provide any account information or, any Identity or any Proof of Identity to anyone in response to an unsolicited email or call, or to anyone else who may pretend to represent us and ask for this information;

- never click on a link provided in an unsolicited email, but instead directly access the Credit Union through your mobile or wearable device application or our website;
- always verify the identity of any caller claiming to represent us, and the authenticity of any telephone number or website address provided by a caller or in an unsolicited email; and
- always sign off and close the web browser promptly and completing all requirements on our website, and sign off and close the mobile or wearable device application for the Credit Union.

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

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

7. **IDENTITY AND PROOF OF IDENTITY** – Your Identity and Proof of Identity is used to identify you for access to Direct Services. You authorize Credit Union to accept and you agree to be responsible for any Transactions made and any electronic or verbal instructions given through Direct Services, by you or using as your Identity and your Proof of Identity, to the same extent as if you had given signed written instructions to Credit Union.

You may change your Identity or Proof of Identity at any time. You will change your Identity and/or Proof of Identity promptly upon request from us. For additional security, it is recommended that you change your Password on a regular basis, such as every 90 days.

You will keep your Identity and Proof of Identity confidential, and will take every reasonable precaution to keep your computers, mobile or wearable devices and tablets secure from others. This includes:

- keeping possession of the computers, mobile devices and tablets that are used to access Direct Services, and keeping any Proof of Identity separate from them. If any Proof of Identity must be written down, you will not record it on your computer, mobile or wearable devices or tablet, or keep it near your computer, mobile devices or tablet;
- avoiding a Proof of Identity that may be easily determined by others, such as your name, birthday, phone number, address, or Social Insurance Number;
- not disclosing your Identity or Proof of Identity voluntarily to anyone at any time, including to a family member, friend, financial institution employee, or law enforcement agency; and
- taking all reasonable precautions to ensure that no one finds out your Identity or your Proof of Identity while logging into the Direct Services.

If you disclose your Identity or your Proof of Identity to another person, then any transaction made by that person will be deemed to have been authorized by you.

You must notify us immediately, in the manner set out in section 40, as soon as you know or suspect that your Identity or your Proof of Identity has become known to someone else.

You are responsible for all transactions processed through Direct Services using your Identity or your Proof of Identity, whether or not authorized by you and whether or not you have been the victim of trickery, force, intimidation or theft.

You are responsible for the accuracy of your Transaction instructions, including account number, payment amount, and any other relevant information recorded or entered by you into our systems. Depending on the type of transaction, electronic payment instructions may be final and irrevocable, and it may not be possible to retrieve funds sent in error.

We will not hold you liable for losses in the following circumstances:

- unauthorized use of your Identity or your Proof of Identity after you have notified us of such unauthorized use in the manner set out in section 40; or
- the losses resulting from a failure, error, malfunction or technical problem of our systems.

You are responsible for all other losses resulting from the use of your Identity or your Proof of Identity.

8. **PASSWORD CONFIDENTIALITY** – We can assign and/or require you to select and use a Password in connection with this Agreement. You agree to keep your Password confidential and will only reveal them to authorized Credit Union agents or officers when required by us. You agree not to record any Password in any format or medium. You can change a Password at any time. You agree to change your Password if and when required by us. You acknowledge that a Password must be changed if there is a change in the persons authorized to provide Remote Instructions on the Account.

You are responsible for all use of a Password and for all Transactions on the Account authorized using Direct Services.

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

If you disclose a Password to any party or person, and if we become aware of such disclosure, we may, in our sole discretion, waive the confidentiality requirements described in this article 8, Password Confidentiality, but only if such disclosure is for a reputable personal financial management service. Notwithstanding any such waiver, you acknowledge and agree that you remain responsible for all use of a Password by such party or person.

You must notify us immediately in the manner set out in section 40, as soon as you know or suspect that:

- your Debit Card is lost or stolen, or has been used by someone else;
- your Password has become known to someone else; or
- your Identity, Password or other credentials that are used to log into the Access Terminal have become known to someone else.

You must also notify us immediately in the manner set out in section 40 upon becoming aware of an unauthorized transaction where your Debit Card, your Identity or your Password were used to carry out the transaction.

You are responsible for all Transactions authorized by you through the use of your Password and, except as expressly provided below, for all other Debit Card transactions where the Debit Card or Password are used to carry out the Transaction.

You are also responsible if:

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

We will not hold you liable for losses in the following circumstances:

- unauthorized use of Debit Card, where we are satisfied on a balance of probabilities that you have been the victim of fraud or theft, or that you have been coerced by trickery, force or intimidation, provided that you notify us, by authenticated electronic communication or by phone or in person at one of our branches, immediately upon becoming aware of the unauthorized use, you cooperate fully in any subsequent investigation and you have not intentionally contributed to the unauthorized transaction;
- unauthorized use of Debit Card after you have notified us, by authenticated electronic communication or by phone or in person at one of our branches, as required under this Agreement;
- transactions completed through Debit Cards that are forged, faulty, expired or cancelled; or
- the losses resulted from a failure, error, malfunction or technical problem of our systems.

You are responsible for all other losses resulting from unauthorized use of Debit Card, your Identity, your Password or any other form of Proof of Identity.

Your liability may exceed your account's credit balance or available funds if:

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



If you have a problem regarding an unauthorized Transaction that is posted to your account, notify us by phone, authenticated electronic communication or in person at one of our branches to place a trace on the transaction. After you report an unauthorized Transaction, we will make every attempt to resolve the issue within 10 business days. If we ask, you will provide us with your signed written statement and, if we ask, your signed written affidavit. This may result in a temporary suspension of the 10-day time limit, until the requested documentation is received. We will not unreasonably restrict you from the use of the funds that are the subject of the dispute. If we later determine that a Transaction was authorized by you, then we may reverse any amounts we reimbursed to you and you will be responsible for the Transaction (including any interest and service charges if the reversal overdraws your account).

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

We may, but will not be obliged to, act on Remote Instructions received in your name along with any requisite Password or such other form of Proof of Identity, if any, to the same extent as if the Remote Instructions were written instructions delivered to us by mail and signed by you or such other person authorized to operate the Account. Any such Remote Instructions are deemed genuine.

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

A Remote Instruction is deemed received by us only when actually received and brought to the attention of an authorized officer agent or processor of the Credit Union capable of acting upon and implementing the 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 Direct Services web portal. **Any of the persons that constitute you may act alone and provide Remote Instructions to us, even if 2 or more signatures are otherwise required to operate the Account.** We, acting reasonably, are entitled to assume that any person identifying himself or herself as you is in fact you, and can rely upon such, and we may act on the Remote Instructions provided by any such person. All Remote Instructions given to us in your name will bind you.

10. **VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY THE CREDIT UNION** – All Transactions are subject to verification and acceptance by us and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, we may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date you authorized the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time we, acting reasonably, ever determine that a credit made to or traced to the Account was made in error or based upon a mistake of fact, or induced through or in any way tainted by fraud or unlawful conduct, we may place a hold on the credit and/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 must give immediate notice to us in the manner set out in section 40, and in any event, you must 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 on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

In the absence of evidence to the contrary, our records are conclusive for all purposes, including litigation, in respect of any other 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 section 40 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** – We are not responsible for any loss or damage suffered or incurred by you except to the extent caused by the gross negligence or intentional or wilful misconduct of the Credit Union, and in any such case we will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if we have been advised of the possibility of such damages. In no event will we be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by you that is caused by:
- a. the actions of, or any failure to act by, you, or any other party (and no other party will be considered to be acting as an agent for us unless expressly authorized to do so for that purpose);
  - b. the inaccuracies in, or inadequacies of, any information furnished by you to us, including, but not limited to any failed, duplicative, or erroneous transmission of Remote Instructions;
  - c. the failure by us to perform or fulfill any of its 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. RISKS AND DUTIES** – Except for loss caused exclusively by our gross negligence or intentional or wilful misconduct, and subject to the limitations of liability in this Agreement or the Account Agreement, you assume all risk of loss due to the use of Direct Services, including, without limitation, the risk of Third Party fraud. You further agree that you will notify us immediately in the manner set out in section 40:
- a. of any suspected or actual misuse or unauthorized use of your Identity, a Password, and/or such other form of Proof of Identity; or
  - b. if your Identity, a Password and/or such other form of Proof of Identity becomes known to anyone other than you; and
  - c. if you receive Notification of any Transaction affecting the Account that alerts you of Account activity that was not authorized by you.

You will change the Identity and/or Password if either of the notification requirements above in a) or b) arises.

The notification requirement above in b) does not apply if you have disclosed the Password to a Third Party for a reputable personal financial management service.

You acknowledge that you are responsible for all use made of your Identity, a Password and such other form of Proof of Identity and that we are not liable for your failure to comply with any part of this Agreement. You are liable for all authorized and unauthorized use, including all Transactions. You are also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, you expressly acknowledge and agree that you shall be bound by and liable for any use of your Identity, a Password or such other form of Proof of Identity by a member of your household.

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

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

We may, in our sole discretion, investigate any Suspicious Circumstances disclosed by you, but we do not owe you any obligation to undertake its own investigation of Suspicious Circumstances. We may place a hold on all or some of your Accounts pending investigation of any improper use of any Account. Any hold imposed by us pursuant to any of the terms of this Agreement, or investigation undertaken by us, is imposed or undertaken by us at our sole discretion and for our sole benefit.

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

- 15. RIGHTS FOR INNOCENT BREACH** – Subject to the provisions of this Agreement and the Account Agreement:
- a. if you did not reveal a Password to any other person, other than authorized our agents or officers when required by us, or write it down or otherwise record it, and changed a Password when required by this Agreement, you will not be liable for any unauthorized use that occurs after we have received notice from you in the manner set out in section 40 that a Password may have become known to someone other than you; and
  - b. We will not otherwise be liable for any damages or other liabilities that you may incur by reason of our acting, or failing to act, on Remote Instructions given in your name whether or not you actually gave the Remote Instructions. We will not be liable for any damages or other liabilities that you may incur by reason of our acting, or failing to act, on no statement requests made by you through Direct Services whether or not you actually gave the Remote Instructions.
- 16. PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS** – In the event of a problem with a Direct Services Transaction or an unauthorized Direct Services 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, has fully cooperated with the investigation, and has complied with this Agreement and the Account Agreement. We will respond to reports of a problem or unauthorized Transaction within 10 business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by you. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that the 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.
- 17. ACCESS TERMINAL SECURITY** – If Direct Services are made available through the Internet, a telephone service provider or our mobile application, you acknowledge that, although we use security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at your risk. You acknowledge and shall ensure that any private Access Terminal used to access Direct Services is auto-locked by a password to prevent unauthorized use of the Access Terminal, has a current anti-Contaminant program, and a firewall, and that it is your personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. You further acknowledge that to reduce the risk of unauthorized access to the Account through the Access Terminal, you will sign out of Direct Services and, where applicable, close the browser when finished using it. You further acknowledge that using public or shared computers and Access Terminals, or using Access Terminals in a public place, or through an open Wi-Fi or shared Bluetooth portal, to access Direct Services increases the risk of unauthorized access to the Account, and will take all reasonable precautions to avoid such use or inadvertent disclosure of your Password and/or such other form of Proof of Identity.

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

You 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.

**19. LINKS** – If Direct Services are made available through the Internet, our website may provide links to other websites, including those of Third Party Service Providers who may also provide services to you. You acknowledge that all those other websites and services provided by Third Party Service Providers are independent from us and may be subject to separate agreements that govern their use. We have no liability for those other websites or their contents or the use of services provided by Third Party Service Providers. Links are provided for convenience only, and you assume all risk resulting from accessing or using such other websites or services provided by Third Party Service Providers.

**20. THIRD PARTY SERVICE PROVIDERS** – We may, from time to time, make services provided by Third Party Service Providers available through Direct Services, our website or through our social media platforms for convenience only. You acknowledge and agree that:

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

**21. INDEMNITY** – You agree to indemnify and hold the Credit Union and its Third Party Service Providers and all of their connected parties, including, without limitation, their respective

agents, directors, officers, employees, affiliates, and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to your use of Direct Services. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defense of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, you will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:

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

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

**22. DIRECT SERVICES ACKNOWLEDGEMENT** – You acknowledge and agree that:

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

**23. NO STATEMENT REQUEST AND ONGOING VERIFICATION OBLIGATIONS** – If, at your request, we agree to cease printing and mailing statements of account for your Account, you acknowledge and agree that:

- a. you will be responsible to obtain (whether from us or using Direct Services) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by no later than the end of the following calendar month (the “**Notification Date**”), notify us of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in any Instrument or other items, or of any forgeries,

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

You acknowledge that:

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

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

- 24. BILL PAYMENTS MADE THROUGH DIRECT SERVICES** – You acknowledge and agree that:
- a. bill payments made through Direct Services are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is authorized and the internal accounting processes of the bill payment recipient;
  - b. it is your responsibility to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;

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

- 25. DIRECT SERVICES AND THIRD PARTY SERVICES** – In respect of all Direct Services and any services made available to you from Third Party Service Providers by us, you shall not:
- a. use the services for an illegal, fraudulent, or defamatory purpose; and
  - b. take steps, or cause, or permit anything to be done that could undermine the security or integrity of the services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Direct Services or services made available from Third Party Service Providers).

In the event of a breach of the provisions of a) or b), your participation in Direct Services or any service provided by us or any Third Party Service Providers may be suspended or terminated.

- 26. EDP SERVICES** – If we, through Direct Services, make EDP Services available and you use the EDP Services:
- a. you consent to the Third Party Service Provider preparing, using, and disclosing reports relative to the performance and/or operation of the EDP Services, including statistical or performance reports and other analysis, compilation, and information about the EDP Services or you, and reports that pertain to your involvement in and use of the EDP Services. You further consent to the Third Party Service Provider disclosing to us or any Third Party Service Providers your specific data that consists of the total number of Billers for which you have registered, without identifying those Billers apart from us and our affiliates, and without identifying detailed data of your viewing activities;
  - b. you acknowledge that the Third Party Service Provider will not respond directly to you with respect to any inquiries, requests, questions, complaints, or other issues relating to the EDP Services in any way, other than to direct you to us or the Biller; and
  - c. you acknowledge that the consents contained in a) above are requirements of the EDP Services and that if such consents are withdrawn, your participation in the EDP Services may be suspended or terminated and any or all documents may not be presented via the EDP Services.

- 27. TRANSFERS WITH EXTERNAL ACCOUNTS** – If we, through Direct Services, enable you to transfer funds between the Account and an External Account, then:
- a. you agree to inform us in writing of the External Accounts you wish to link to the Account in a form acceptable to us;
  - b. we reserve the right to refuse to accept the External Account;
  - c. you agree to provide us with the financial institution number, branch address or number, and the account number of the External Account you wish to link to the Account. We reserve the right to verify the External Account;



- d. you and the External Account Holder must provide authorization to establish the link between the Account and the External Account;
- e. you agree to not link the Account to an account that is not owned by you;
- f. you acknowledge and agree that we, at our discretion, may limit the type of transfers that can be conducted between the Account and the External Account; specifically whether Transactions will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account;
- g. you may only link an Account denominated in Canadian dollars to an External Account denominated in Canadian dollars, or an Account denominated in US dollars to an External Account denominated in US dollars, and only if the External Account is with a financial institution domiciled in Canada;
- h. we reserve the right to limit the number of External Accounts that can be linked to the Account;
- i. we reserve the right to limit the dollar amount of Transactions to or from the External Account;
- j. we reserve the right to limit the number of Transactions to or from the External Account;
- k. we reserve the right to hold funds on the Transaction amount;
- l. you consent to the disclosure to the External Account Holder of any personal information provided to us with respect to Transactions to or from the External Account. You also consent to the disclosure to us of any personal information provided to the External Account Holder of any personal information provided to such financial institution with respect to Transactions to or from the External Account;
- m. funds usually arrive in your External Account or Account within 3 to 5 business days from the day the Transaction is authorized. We cannot guarantee the date of deposit to the Account or External Account. We and any Third Party Service Provider will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in the processing of Transactions;
- n. all deposits or withdrawals will be reversed if the Transaction cannot be delivered or if it is returned for any reason; and
- o. you agree that for security or risk management purposes and at our discretion, a nominal sum may be credited to the External Account once per year.

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

- a. we reserve the right to refuse to accept any Account;
- b. you agree that we, at our discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;
- c. we reserve the right to limit the number of Accounts that can be linked;
- d. we reserve the right to limit the dollar amount of Transactions made to or from a linked Account;
- e. we reserve the right to limit the number of Transactions made to or from a linked Account;
- f. we reserve the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by us, during which time the Transaction or portion thereof will not be accessible to you;

- g. you agree that we cannot guarantee the date of a Transaction to and/or from a linked Account. We and any Third Party Service Providers will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of Transactions; and
- h. all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.

29. **EMT SERVICES** – If we, through Direct Services, make EMT Services available and you use the EMT Services, you acknowledge and agree that:

- a. the EMT Services are only available in Canadian dollars;
- b. the Account will be debited as soon as you initiate a Transaction, and we may hold the Transaction amount until the recipient successfully claims the Transaction or the Transaction is cancelled. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, we are deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the Transaction or the Transaction is cancelled;
- c. Transactions sent and received through the EMT Services are subject to number and dollar limits that may change from time to time without prior notice to you;
- d. we will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by us, any Third Party Service Provider, or a Participating Financial Institution;
- e. an EMT Notice advising the recipient of the Transaction will be generated as soon as reasonably possible after you originate the Transaction;
- f. as the sender, you will keep the EMT Answer, if applicable, confidential and will not disclose it or share it with anyone but the intended recipient; you will select an EMT Answer that is known only to the recipient and that cannot be easily determined via social media or other means; you will not disclose the EMT Answer in the applicable security question, hint or Transaction details; and you will not provide the recipient the EMT Answer via the email or phone number that was used to send the EMT Notice;
- g. the recipient may be required to correctly provide the EMT Answer to claim the Transaction;
- h. we, the other Participating Financial Institution, and any Third Party Service Providers are entitled to pay the Transaction amount to anyone who, using the EMT Services, claims to be the recipient and, if applicable, successfully provides the EMT Answer;
- i. we will not be liable for any cost, expense, loss, damage or inconvenience of any nature or kind whatsoever incurred as a result of a Third Party, other than the intended recipient to the Transaction, guessing or obtaining the EMT Answer through any means other than in the event of a Wrongful Activity, however notwithstanding the foregoing, in the event of an intercepted transaction from your account where the funds did not reach the intended recipient, we may provide reimbursement to you provided that you did not participate in the Wrongful Activity, you fully cooperate in the investigation of such event, and that You have satisfied and remain in compliance with all of the applicable terms and conditions in this Agreement;
- j. as the sender, you will not include the EMT Answer in the Transaction details;
- k. as the recipient, you will not disclose the EMT Answer except as required to claim the transfer;
- l. the recipient may claim a Transaction using the online banking services of the Credit Union or another Participating Financial Institution or through the Third Party Service Provider payment service; Transactions sent via account number, payment identifier,

- autodeposit or request money, as available, may be automatically deposited into the account of the recipient;
- m. if the recipient declines a Transaction that you initiated, the Transaction will be returned to you;
  - n. funds usually arrive in the recipient's account within 1 to 5 business days from the day the recipient successfully claims the Transaction. We cannot guarantee the date of deposit;
  - o. as the sender, the Transaction will be returned to you if the recipient does not claim the Transaction within 30 days of the date the transfer is initiated, if the Transaction cannot be successfully sent to the recipient's EMT Contact Information as provided by you, or if the recipient declines the Transaction. As the sender, you are responsible for providing the recipient's correct EMT Contact Information and further agree that the recipient has consented to your use of the EMT Contact Information for EMT Services purposes, including your providing it to us, the other Participating Financial Institution, and any Third Party Service Provider;
  - p. if the recipient successfully claims the Transaction using a Third Party Service Provider payment service but provides incorrect account information, the Third Party Service Provider or its agent may request correct account information from the recipient or may mail an Instrument to the recipient. We will not pay interest on the Transaction amount;
  - q. we may cancel a Transaction if we have reason to believe that a mistake has occurred or if we believe that the Transaction is a product of unlawful or fraudulent activity;
  - r. you are responsible for providing a valid EMT Contact Information and will immediately update it via Direct Services if there are any changes to said EMT Contact Information;
  - s. as the sender, you may cancel a Transaction up to the time the recipient successfully claims the Transaction. As the recipient, you acknowledge that a Transaction may be cancelled up to the time you successfully claim the Transaction;
  - t. all disputes will be handled directly between the sender and the recipient;
  - u. we may refuse to provide EMT Services for you;
  - v. we will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction or for Transactions claimed by someone other than the intended recipient;
  - w. you are responsible for charges, if any, or data rates that your applicable service provider may apply for transmitting and receiving data (including but not limited to data roaming charges);
  - x. as the recipient, if you have activated the autodeposit feature for the email address or mobile number, as applicable or available, used by the sender to send you funds, or by other means that may become available, then the money you receive via EMT Services is automatically deposited into your account and you will not have to provide the EMT Answer, notwithstanding that the autodeposit feature is subject to support by the sender's respective financial institution;
  - y. if you are the requestor of funds through EMT Services, you must provide the email address or mobile number of the recipient of your request, you further agree that the recipient of such request has consented to your use of the EMT Contact Information for EMT Services, including its provision to us, the other Participating Financial Institution, and any Third Party Service Provider; and you must provide the eligible account you want us to use to deposit the money you receive, if your recipient accepts your request; and
  - z. you agree that it is your responsibility, as sender, to provide complete and accurate information about the recipient and, as the recipient to any request for transfer, to

respond only to requests that you are expecting and have consented, to such requestor of funds, to receiving.

- 30. REMOTE DEPOSITS** – If we, through Direct Services, make the Remote Deposit Service available and you use the Remote Deposit Service, you acknowledge and agree that:
- a. solely for the Remote Deposit Service, we appoint you as its agent, to act on behalf of us in the creation and transmission of an Official Image to us, and any other related duties that may be required by us, all in accordance with the Rules and applicable legislation governing Instruments. In this context, transmission to and receipt by us of the Official Image will have the same effect as if the Instrument was delivered to a branch of the Credit Union for negotiation and clearing. You acknowledge and agree that this role as agent cannot be further delegated by you. Further, you acknowledge and agree that you shall be personally responsible and liable for:
    - i. compliance with this Agreement,
    - ii. maintaining adequate security over any Access Terminal used, the location of use of the Access Terminal, and any passwords so as to prevent use by others or interception of data transmitted,
    - iii. ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill,
    - iv. maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images, and
    - v. verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to us in the manner set out in section 40 of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service;
  - b. we may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of the Credit Union, subject to the Account Agreement and any our policies governing Instruments;
  - c. the creation of an Official Image will be done using a method authorized by us, in our sole discretion, from time to time. Further, you agree to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of your Account;
  - d. nothing in this Agreement obliges us to accept for deposit any item, whether it is or claims to be an Official Image. You shall not claim to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by you from anyone other than the drawer of that item, or that is in any way altered. If you have any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then you shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to us, and fully disclose all material facts known by you relating to that item and fully cooperate with any inquiry or investigation of the concerns;
  - e. under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars or United States dollars, drawn on a financial institution domiciled in Canada or the United States, as and if applicable, in the sole discretion of the Credit

Union, from time to time. You shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account. United States dollar Instruments shall only be deposited to a United States dollar Account;

- f. Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to you;
- g. any Transaction made on any day or at any time during which the Credit Union is not open for business, may be credited to the Account on the next business day that the Credit Union is open for business;
- h. once an Official Image of an Eligible Bill has been transmitted to us through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless you are requested to do so by us in writing. Further, you agree to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, you agree to indemnify and hold the Credit Union and its Third Party Service Providers and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to your use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, you will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;
- i. on transmission of an Official Image of an Eligible Bill to us, you are responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill. (For example: This can be done by writing "void" or "paid" or placing a diagonal stroke across the face of the item with a pencil, pen, or brightly colored highlighter.) For a period of 120 days after transmission of the Official Image to us, or such shorter period as stipulated by us in writing, you shall retain and produce to us on written request the original of all imaged Eligible Bills. If you receive a written request to retain or produce, you will comply with the written request, and shall, if requested, produce, by delivering to us, the original of all specified Eligible Bills within 5 business days of such request. If you fail to comply with the written request made pursuant to this provision, then we can place a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after

an Official Image has been transmitted to us through the Remote Deposit Service or such shorter period as stipulated by us in writing, and provided that you have verified a credit to the Account that reconciles to the Official Image transmitted, you agree to immediately proceed with destruction of the original of the Eligible Bill. Destruction methods include shredding, pulping, burning, or any other means that ensures that the original Instrument cannot be reused;

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

31. **ONLINE PAYMENT** – If we, through Direct Services, make the Online Payment Service available and you use the Online Payment Service, you acknowledge and agree that:
- a. the Online Payment Service is only available in Canadian dollars from Participating Merchants;
  - b. Transactions for the Online Payment Service must be initiated by you through the appropriate online payment option available on the website of a Participating Merchant;
  - c. as soon as you authorize a Transaction through the Online Payment Service, and provided that there are available funds or credit, the amount of the Transaction will be withdrawn from the Account or a hold will be placed in the amount of the Transaction. We will hold the Transaction amount until the Participating Merchant successfully claims the Transaction or 30 minutes have elapsed, whichever comes first. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, we are deemed to have a security interest in the Transaction amount from the time the Account is held until the Participating Merchant successfully claims the Transaction or the hold is removed;
  - d. Transactions sent and received through the Online Payment Service are subject to number and dollar limits that may change from time to time without prior notice to you;
  - e. we will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by us, any Third Party Service Providers, a Participating Merchant, or a Participating Financial Institution;
  - f. we, the Participating Financial Institution, and any Third Party Service Providers are entitled to pay the Transaction amount to anyone who claims to be the Participating Merchant and provides the payment authorization details within 30 minutes of the Transaction being authorized by you;
  - g. we will not be liable for losses or damages incurred as a result of a person other than the intended Participating Merchant receiving the Transaction amount;

- h. if the Participating Merchant cancels, declines, or fails to claim a Transaction that you authorized, the Transaction amount will be reinstated after 30 minutes have elapsed since the Transaction was authorized. However, we cannot guarantee the date or time that the hold on the Transaction amount will be removed;
- i. we 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;
- j. once payment authorization details have been sent to the Participating Merchant, a Transaction cannot be cancelled. Payment authorization details are sent immediately after a Transaction is authorized by you;
- k. all disputes, including requests for refunds, will be handled directly between you and the Participating Merchant without the participation of us or any other party. A refund, if any, may be received through Direct Services and any Third Party Service Provider for credit to the Account, or through such other method the Participating Merchant deems appropriate;
- l. we may refuse, in its sole discretion, to provide the Online Payment Service for you;
- m. in our sole discretion, electronic Notifications for purposes related to the Online Payment Service may be generated and sent to you at the Notice Contact Information after you authorize a Transaction, including to advise you that the Account has been debited. To receive an electronic Notification, you must provide the Notice Contact Information required by us;
- n. an electronic Notification, if any, sent in connection with the Online Payment Service is for information purposes only and is no guarantee that the Participating Merchant will successfully claim the Transaction or that you have successfully purchased the product or service from the Participating Merchant; and
- o. we will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of using the Online Payment Services, including, but not limited to, a delay in processing a Transaction or a Participating Merchant failing to claim a Transaction.

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

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

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

Your use of a digital wallet is governed by your agreement with the digital wallet service provider. The digital wallet service provider is responsible for the performance of the digital wallet. We are not responsible for any problems experienced with the digital wallet. We are not responsible for the collection, use, or disclosure of your personal information by the digital wallet service provider, or the security of information transmitted by your mobile or wearable device or tablet or the digital wallet service provider.

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

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

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

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

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

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

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

**35. MODIFICATION OF AGREEMENT** – We may, in our sole discretion, amend the terms and conditions of this Agreement as it relates to your future use of Direct Services from time to time, for any reason, without any liability to you or any other person. We may provide notice of a change to this Agreement in the manner set out in section 40. You are responsible for



regularly reviewing the terms and conditions of this Agreement. If you use the Direct Services after the effective date of an amendment to this Agreement, it will mean that you agree to the amendment and adopt it and are bound by the newer version of this Agreement. You must not change, supplement, or amend this Agreement by any means.

36. **OTHER AGREEMENTS** – In addition to this Agreement, the terms and conditions of the Account Agreement between you and us will apply to Direct Services and to Transactions made under this Agreement, except as expressly provided otherwise in this Agreement. If there is a conflict between the terms and conditions of the Account Agreement or any other agreements between you and us and the terms and conditions of this Agreement, then the terms and conditions of this Agreement will apply in respect of Direct Services. There are no representations or warranties made by us to you concerning Direct Services except for the representations, warranties, and obligations of the Credit Union as expressly set out in this Agreement. Any advice, information, or statements provided by us or any Third Party Service Providers, agents, or their representatives, whether oral or written, will not create any representation, warranty, or condition or vary or amend this Agreement, including the above liability exclusions, liability limitations, release and indemnity provisions, and you may not rely upon any such advice or information.
37. **SOFTWARE LICENSE** – We grant to you a non-exclusive and non-transferable single-user (non-concurrent) license for any software associated with the services noted in this Agreement for individual use only. The license authorizes you to use the software in object code format to use on your mobile or wearable device or tablet and computer access and/or access any services, features, content and/or information made available by us. This license may not be assigned by you unless agreed upon in writing by us. We have no obligation to provide any training, maintenance or other support for the software.

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

By installing any software on a mobile or wearable device or tablet, you consent to the installation of the software and any future updates or upgrades; provided that you may withdraw such consent by deleting the software at any time from your mobile or wearable device or tablet.

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

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

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

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

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

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

40. **NOTICES** – Any notice required or permitted to be given to us in connection with this Agreement must be provided to us (a) at the address or fax number for us set forth in the Account Agreement, or if permitted by the Account Agreement, addressed and delivered to us by authenticated electronic communication in the manner set forth in the Account Agreement; or (b) by phone or in person at one of our branches; provided that (i) we will not be considered to have received any such notice that is not in writing until we give you written acknowledgement of our receipt of such notice; and (ii) if the Account Agreement requires a notice to us to be in writing, you must deliver such notice to us in writing in accordance with clause (a). Any notice required or permitted to be given to you in connection with this Agreement may be given to you by delivering a written notice by mail to the last known Notice Contact Information, or, except as to confidential financial information specific to you, by posting notice at our branches or on our website, by posting on our social media platforms or by any other means we, acting reasonably, consider appropriate to bring the notice to your attention.

41. **TERMINATION** – This Agreement may be terminated by either us or you on prior written notice of not less than 1 business day. Any notice of termination shall not release you from any obligations incurred under this Agreement.

42. **ELECTRONIC EXECUTION** – This Agreement may be executed electronically. Use of Direct 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.

43. **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.

44. **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.
45. **PROCEEDS OF CRIME LEGISLATION** – You acknowledge that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Account and that we will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. You agree to abide by and comply with all such laws and procedures.
46. **SEVERABILITY** – This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then:
- a. the offending portion of the provision shall be expunged and the remainder of such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and
  - b. such invalidity or unenforceability will not affect any other provision of this Agreement.
47. **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.
48. **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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