



Please take a few minutes to review this document – it contains important information about your account(s), as well as customer and Credit Union responsibility and liability.

1. **INTERPRETATION** – For the purposes of the Financial Services Agreement – Personal and the Personal Account Opening and Specimen Signature Agreement and other account opening documents, as the case may be, you and the Credit Union shall refer to the Credit Union. I, me, my and us refer to the Applicant(s). The singular shall be construed as meaning the plural and vice versa when the context so requires. These Terms and Conditions shall extend to and be binding on my estate, heirs, executors, administrators, successors and permitted assigns. Unless specifically provided otherwise, all contracts and other dealings between me and the Credit Union will be governed by the laws of the jurisdiction where the Credit Union's head office is located.
2. **THESE TERMS AND CONDITIONS** – I understand and agree that these Terms and Conditions will apply to each personal account opened for me at the Credit Union and that I should read and retain them. They replace all prior Terms and Conditions of Financial Services for personal accounts. I understand you may make changes to these Terms and Conditions from time to time. If I am a youth under the age of 12 or my parent or guardian may also sign on my account(s), I understand my parent or guardian will be provided with a copy of these Terms and Conditions.
3. **FAIR DEALINGS** - The Credit Union is committed to fair dealing and transparency in its customer relationships. It will provide relevant and meaningful information in an understandable manner so that I am able to make informed decisions regarding the products and services the Credit Union offers. To assist the Credit Union in meeting this commitment, I will identify my financial needs, provide information relevant to those needs and keep that information current at the Credit Union. To obtain further details about the Credit Union's Market Code, please contact the Credit Union.
4. **OVERDRAFT PROTECTION** – If I wish Overdraft Protection I understand I must apply and be approved for it. Every account does not come with Overdraft Protection. If I have been approved for Overdraft Protection with my account, I can borrow up to the limit set by the Credit Union (the "Limit"). The Credit Union may change the Limit or terminate the Overdraft Protection at any time, at its sole discretion, on notice to me. Once terminated, Overdraft Protection is no longer available to me.

I can use the Overdraft Protection if there are not enough funds in my account(s) to cover a cheque or other debit item I have authorized or a withdrawal I have made up to the Limit. I may access the Overdraft Protection by writing cheques or by any other debit transaction I initiate all of which shall be considered an advance or loan to me. All deposits or credits to my account or a linked deposit account to which the Overdraft Protection is attached will constitute a payment on the Overdraft Protection and for the purposes of The Personal Property Security Act shall constitute a debtor initiated payment.

I will pay the Credit Union interest on all amounts advanced up to the Limit from the date of the advance, as well after as before maturity, default or judgment at the rate of interest charged by you from time to time for Overdraft Protection and any Overdraft Protection charges established by the Credit Union from time to time. If not paid, the Credit Union may advance on the Overdraft Protection to pay such interest. I agree to pay the amount owing on the Overdraft Protection including interest Upon Demand by the Credit Union. If I default on payment, I agree to pay the charges applicable to Overdraft Protection.

If I overdraw the approved Overdraft Protection Limit or if there is no Overdraft Protection on my account I promise to pay upon your request any amounts that overdraw my account(s) ("an overdraft") which you in your absolute discretion may permit together with interest on such overdraft at the interest rate charged by you from time to time and any overdraft charges established by the Credit Union from time to time. You may transfer from any of my accounts including any joint account such funds as are necessary to pay any such overdraft.

The Overdraft Protection rate and any overdraft rate, if different, is posted at the Credit Union and identified in statements or publications made available to me. Interest accrues daily and is payable monthly.

Any Overdraft Protection is subject to the applicable lending policy on qualification and approval.

5. **ACCOUNT STATEMENTS** – You may send statements relating to the operation of my account(s) to me by mail with or without cheques or other instruments at my address or make such statements available to me in electronic format. If I wish to receive my statements in electronic format only, I will indicate that to you. When I ask you to provide statements in electronic format only I understand I will no longer receive paper statements. Electronic statements will be available online for a limited time from the statement date. Should I require a permanent record I will print or save a copy of any statements I require. If I change my address or any other contact information, I will advise you within 30 days. Should you not be able to contact me, for the purpose of communicating with me I consent and agree to you contacting any Alternate Contact I have provided for the purpose of locating or making contact with me.

I will examine my statements and tell you of any errors, irregularities or forgeries. Unless such errors, irregularities or forgeries are brought to your attention in writing or through email if I have electronic access, I understand and agree that after the 30 days have expired from when I am deemed to have received it, the statement and the balance shown on it are considered correct and that all payment and transactions are genuine and properly charged against my account(s). If I do not contact you within 30 days, I understand I will release the Credit Union from all claims in respect to the account(s) and I will have no claim against you for reimbursement even if the item charged to my account was forged, unauthorized or fraudulent. I understand I will be responsible for all cheques or other items which clear my account including forged or unauthorized items, even if I have notified you within the 30 days described above, unless I can prove I took all reasonable precautions to prevent the forgery or unauthorized item and the resulting loss. I understand I am deemed to have received each statement 5 days after the mailing date or the date upon which it was made available to me electronically. However, I understand that this 30 day period applies even if my statement is delayed or I do not receive my statement for any reason. It is my responsibility to ensure I receive my statement and I will contact you if I have not received my statement for any reason within 10 days of the date upon which I would normally receive my statement. Where the account is joint you may send statements to one of us. You may utilize electronic imaging and retention in connection with my account transactions and need not provide me with original instruments.

6. **COLLECTION AND USE OF INFORMATION** – In providing financial services to me, I understand you will be collecting and gathering personal, financial and credit information from me (Information) to: (i) to verify and/or authenticate my identity; (ii) better understand my financial situation and my needs and eligibility for products and services and manage my relationship with the Credit Union; (iii) open, maintain and administer my account and provide me with financial services that meet my needs and to conduct research and surveys to assess my satisfaction with the Credit Union, its products and services; (iv) obtain credit reports and evaluate my credit rating and credit worthiness and check references; (v) to administer and manage security and risk in relation to my account and the financial services provided to me; (vi) comply with legal and regulatory requirements; (vii) assist in dispute resolution; (viii) offer and provide me with the other products and services of the Credit Union and of its partners, affiliates and service suppliers.

I understand that you require and may use my Social Insurance Number as an aid to identify me with credit bureaus and other financial institutions for credit matching purposes and for income tax reporting purposes on interest bearing or investment accounts. I understand that the provision of my Social Insurance Number for credit matching purposes is optional and not a condition of service.

I understand that you need my consent to collect, use and disclose Information gathered about me except when the law allows you to do so without my consent. For that purpose, I authorize, consent to, and



accept this as written notice of your obtaining, gathering, copying, scanning, updating, using, disclosing, sharing or exchanging such Information about me at any time for the purposes described including from or with any credit bureau, credit grantor or other entity in connection with my account and any relationships between us or those which you or I wish to establish and including with Credit Union partners, affiliates or service suppliers for the purposes described in (viii) above. You may use this Information for so long as it is needed for the purposes described. I understand that I can ask you to stop using my Information to offer me other products or services at any time. I also understand that I may request that you stop using my Social Insurance Number for credit matching purposes at any time.

I understand it is necessary to keep my Information current and I agree to notify you of any changes in my Information.

For the purpose of this authorization, your partners, affiliates and service suppliers mean Credit Union partners, affiliates and service suppliers that are engaged in the business of providing services or products to the public in Canada including but not limited to, deposits, financing arrangements, credit, charge and payment card service, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, education and consulting services.

To assist in providing financial services, the Credit Union may use cloud providers or other service providers located outside of Canada. In the event a cloud provider is used or a service provider is located outside of Canada, Information may be processed and stored outside of Canada and foreign governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the foreign jurisdiction.

If I am a US citizen, or I am a tax resident of the United States or another foreign jurisdiction, I understand the Credit Union may be required to disclose my Information to the Canada Revenue Agency ("CRA") and CRA may share and exchange my Information with government, tax and other regulatory authorities of the foreign jurisdiction.

7. **PRIVACY** – Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.
8. **ELECTRONIC COMMUNICATION** – If I provide the Credit Union with a fax number, email address, cell phone number or contact information for any other electronic communication medium, I consent to and authorize the Credit Union to communicate with me electronically via that medium and to accept and act upon direction received via that medium. I recognize such electronic communications may not be completely secure and I agree to accept that risk and to take the steps I deem necessary to ensure the medium is secure. I acknowledge and agree that the Credit Union may, in its sole discretion, require additional instruction, documentation and/or verification before accepting or acting upon any electronic communication from me. I acknowledge and agree that the Credit Union may not be responsible for any damages I may incur in the event that: (i) a third party obtains access to confidential information via the electronic communication exchange; or (ii) the Credit Union acts upon an unauthorized electronic banking transaction or communication received via that medium.
9. **CHANGES TO THE AGREEMENT** – You may make changes to this Agreement to correct clerical errors without notice to me. You may make other changes to the Terms and Conditions if you notify me of such changes. You may give me this notice by posting on the Credit Union's website (if applicable) AND either by mail OR electronically if I bank electronically. My use of any of my account(s) after the effective date of the changes is my acceptance of the changes.
10. **CLOSING MY ACCOUNT** – You may close my account(s) without notice to me if I do not operate my account(s) or conduct my business at the Credit Union in a satisfactory manner, for example if I maintain an unauthorized overdrawn balance due to NSF cheques or debit items or

outstanding service charges or I use the account(s) for illegal purposes or, if, in your opinion, there is illegal, unusual, improper or suspicious activity in my account(s). You may close my account(s) without reason by giving me at least 30 days' notice. You may apply any of my funds to any debt of mine to you.

11. **FEES** – You may charge your usual fees and charges for the operation of my account(s) and conducting transactions at the rates established by you from time to time and you may debit my account(s) from time to time for the amount of such fees and charges. I understand you will give 30 days' notice of any change in fees or charges.
12. **STOP PAYMENTS** – If I ask you to "stop payment" on a cheque or other debit item whether in writing, orally or electronically, I understand you will use reasonable diligence to meet my request, however, you cannot guarantee the stop payment will be effective. If I ask you to stop payment I will provide you with as much information as possible to identify the cheque or other item including my account number, the amount, date, payee and number of the cheque or item. I understand my instructions must be received in sufficient time for you to act on my instructions. If I ask you to stop payment on a cheque or other item, I agree to indemnify you and hold you harmless for all expenses, costs, damages and liability which may arise from the stop payment request, whether it is effective or not, including without limitation any expenses, costs, damages or liability for:
  - a. refusing to pay the cheque or item;
  - b. making payment of the cheque or item contrary to the stop payment request whether as a result of timing, notice, inadvertence, accident, equipment failure or otherwise.
13. **DEBITING MY ACCOUNT** – You may debit my account(s) for all cheques, bills of exchange or other instruments and any authorized debit transactions, whether electronic, voice response, written or otherwise, and may carry out any of my instructions in connection with my account(s). You may charge and debit my account(s), whether single or jointly owned, for any debt I owe to you, whether it is a joint or sole liability. Should any instruments received by you for my account(s) be lost or stolen or otherwise disappear from any cause, other than your negligence, you may charge them to my account(s).
14. **DEPOSITS** – I may make deposits to any of my accounts when you are open for business, through ATM, or electronically if available, and I have agreed to the terms of any required electronic access agreement. You may decide which of my accounts to credit any deposit to if I do not indicate the appropriate account. All deposits credited to my account(s) are subject to clearing and final payment. At your discretion you may place a hold on a deposit to determine if it will be honoured when presented for payment. Notwithstanding that a hold may have been placed on a deposit, if a cheque or other credit item is returned to you unpaid for any reason, you may charge the amount of the returned cheque or item, plus any interest which may have accrued and all expenses, fees and charges you may have incurred in attempting to collect the cheque or other item to my account(s).
15. **ASSIGNMENT OF ACCOUNT** – No assignment of any account other than to you is valid or binding upon you.
16. **INACTIVE ACCOUNTS** – My account will be considered inactive if I do not complete a transaction or request or acknowledge a statement of account for a period of two years. If my account(s) becomes inactive, you may require me to visit the Credit Union and present acceptable proof of my identity and my address in order to reactivate my account(s). You may consolidate my inactive accounts as you see fit.
17. **ACCESSING MY ACCOUNT(S)** – I understand I may access my account within your branches, through designated automated machines (ATMs), direct payment terminals, via telephone or through internet banking or other electronic and mobile banking services or mediums. I acknowledge that the terms of any ATM, member or debit card agreement or any electronic services agreement or the like will also apply when I access my account through the services or mediums described in such agreements. I acknowledge that you may require me to come to a branch to conduct a transaction and that you may refuse a deposit to an account or refuse to accept any item for deposit. You may



- require up to 30 days' notice for me to withdraw monies from my accounts. Access to my account may be subject to daily or transaction limits as set by you. You may refuse to release funds in my account if you are required to do so by any legal authority or if in your opinion there is any unusual, improper or suspicious activity in the account or where there is a dispute as to entitlement to such funds or the ownership of the account. I understand the Credit Union may also apply to court for directions or pay the funds into court. I agree the Credit Union will be entitled to fully recover any costs or expenses incurred by you arising from any such dispute over the funds in my account.
18. **APPOINTING AN ATTORNEY** - I understand I may appoint a power of attorney to act for me in respect of my account. However, the Credit Union may, in its sole discretion, require additional documentation and/or verification before accepting a power of attorney or acting upon the instructions of an attorney or processing any transaction by the attorney. I consent to my attorney having the same right of access to my account(s) as I do, including to any joint account(s), and including to any previous account history. I agree to indemnify and save you harmless from any claims associated with or arising from the actions of my attorney in respect of my account(s).
  19. **PRE-AUTHORIZED DEBIT ARRANGEMENTS** - I may make arrangements with a third party to have payments withdrawn from my account and sent directly to that third party on a regular basis. I recognize that such arrangements are separate arrangements between me and the third party and that I must ensure that the account information which I provide to the third party is accurate and that I am responsible to notify the third party of any relevant changes to my account information. I also acknowledge that the Credit Union's role with respect to any claim I may make for reimbursement of any pre-authorized debit for consumer goods and services is solely to forward the complaint to the proper authority under the Canadian Payments Association Rules related to such arrangements.
  20. **DISHONoured CHEQUES OR DEBIT ITEMS** - You may debit my account(s) for all dishonoured cheques or other debit items or transactions of any kind which may have been deposited to my account(s) and which are not paid on presentation. I agree to pay any service fees or charges in connection with a dishonored cheque or other item. I waive presentment, protest and notice of the dishonour of each such document where there is an endorser other than me.
  21. **SPECIMEN & ELECTRONIC SIGNATURE** - My signature on the Financial Services Agreement, the Personal Account Opening and Specimen Signature Agreement or on identification or other documentation I may present to the Credit Union, as the case may be, may be taken by you as a specimen signature for the purposes of dealing with my account(s). You may require me to complete other specimen signature cards as may be necessary. Account opening documents may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.
  22. **DIGITAL IMAGES OR ELECTRONIC REPRESENTATIONS - REMOTE CHEQUE CAPTURE** - I acknowledge that digital images or electronic representations of cheques or other instruments may be made or captured and used by financial institutions involved in the exchange or clearing of payments, in which case the original paper item may be destroyed and not returned to me. The Credit Union is entitled to act upon such images or representations for all purposes as if they were paper items. The Credit Union may reject any cheque or other instrument that does not comply with the Credit Union's policies and standards. If I have cheques printed by a vendor not approved by the Credit Union or use security features or otherwise complete the cheque or other instrument in a manner that causes critical data to disappear or obscure upon imaging, I agree to bear the risk of any loss, damage or expense.
  23. **CANADIAN PAYMENTS ASSOCIATION** - You may use clearing arrangements made pursuant to the Bylaws and Rules of the Canadian Payments Association as amended or adapted from time to time in all dealings with my account(s). You are not responsible for any loss occasioned by using such clearing arrangements nor for any delay or failure to exercise your rights or powers under such clearing arrangements.
  24. **INDEMNITY** - If my statements, instruments, debit memos and vouchers are lost, stolen or destroyed, I shall accept your records as conclusive proof of the correctness and authenticity of the items or entries so recorded therein and agree to hold you free from all liability and to indemnify and save you harmless from any loss, claim or demand made upon you as a result of such loss, claim or demand.
  25. **RECORDS** - You may create and retain such records as necessary to comply with legal and regulatory requirements including retention of telephone or electronic instructions.
  26. **ATTACHMENTS** - Any attachments form part of the account opening documents and these Terms and Conditions apply.
  27. **FOREIGN CURRENCY TRANSACTIONS** - I understand any foreign currency transaction will result in the foreign currency being converted to Canadian dollars at the exchange rate in effect on a date determined by the Credit Union, which may be different from the date I request the transaction. If a foreign currency transaction must be reversed, for any reason, I agree that I will be responsible for any loss or cost associated with the currency exchange, and you may charge this loss or cost to my account. I also agree the Credit Union is not responsible for any increase or reduction in the value of my account due to changes in foreign currency exchange rates or for the unavailability of funds due to foreign currency restrictions.
  28. **ASSIGNMENT OR SALE BY CREDIT UNION** - The Credit Union may transfer, by way of assignment, arrangement, sale or otherwise, any or all of its rights under this Agreement.
  29. **RELATIONSHIPS AND THIRD PARTY TRANSACTIONS** - The Credit Union will disclose to me any relationships with intermediaries or affiliates that are relevant to a product or service offering prior to product acquisition. If a product supplied is acquired from a third party, the Credit Union will disclose the relevant relationship at the time of product inquiry and/or product acquisition. The Credit Union may receive compensation from the sale of third party products or services to me.
  30. **LIABILITY OF THE CREDIT UNION** - The Credit Union is not liable for any delay, loss, damage or inconvenience which results from providing or failing to provide a service except where such loss results from technical problems, errors, system malfunctions for which we are solely responsible. The Credit Union is not responsible for any failure, error or delay by any third party. Under no circumstances is the Credit Union responsible for any indirect, consequential, special, aggravated or punitive damages, however caused to me or suffered by me regardless of how caused. The Credit Union is not responsible for any errors which result from me incorrectly providing any account number, dollar amount or other information required for the operation of my account(s).
  31. **JOINT ACCOUNTS** - If I have a joint account with one or more other persons:
    - a. The account(s) shall be issued and held jointly as joint tenants with right of survivorship unless otherwise designated. Where there is a separate agreement in connection with a specific deposit, the survivorship designation in that agreement shall apply;
    - b. If the account has a right of survivorship that means that if one of us dies, all money in the account automatically becomes the property of the survivor(s). After my death, the Credit Union will only have obligations with respect to the account to the survivor(s), and anyone else making a claim against the account must deal with the survivor(s). Upon the death of the primary account holder, the Credit Union, in its sole discretion, may require the account(s) to be closed and re-opened in the survivor's name. Despite the above, if one of us dies, the Credit Union, in its sole discretion, may refuse to release funds in our accounts until it receives joint direction from the survivor(s) and the legal representatives of the deceased. If the account is owned jointly without survivorship, upon the death of one of us, the account shall be paid upon joint direction from the remainder of us and the legal representatives of the estate of the deceased. The Credit Union is authorized to release any



information related to my joint account(s) or other joint dealings with the Credit Union to the legal representative of the deceased joint owner up to the date of death. I indemnify and hold the Credit Union harmless from any responsibility, claim or loss whatsoever arising from or relating to the payment of funds from my joint account;

- c. Unless otherwise designated, the survivor is entitled to any and all insurance on the account;
- d. You will credit the joint account with deposits made or endorsed by any one or more of us, or deposits that you receive from any one or more of us, whether such deposits are payable to one or more of us;
- e. I am jointly and severally liable for all charges and overdrafts imposed or payable with respect to my accounts;
- f. Unless otherwise designated on any other signing authority document any of us may give instruction on the account including instruction to close the joint account, withdraw or write cheques or other debt items, stop payment or process other authorized debit transactions, whether electronic, voice response, written or otherwise, on any account. Such withdrawal or payment is valid and shall release and discharge the Credit Union from any liability. I understand that such other signing authority document needs to be signed by all joint account holders. Where more than one to sign is specified in any signing authority document, this is for my purposes only and I understand and acknowledge the Credit Union does not monitor for multiple signatures and may honour, rely and act upon only one authorized signature. Notwithstanding the signing authorities for the account, the Credit Union may require all joint account holders to confirm instructions regarding the account or the funds in the account;
- g. I acknowledge each of us will have access to all of the account history and transaction details for this account and I agree to this access being provided by the Credit Union;
- h. If I am declared mentally incompetent or incapable of managing my affairs, I consent to my legally appointed representative having the same right of access to the joint account as I did. I agree you may rely on a legally appointed representative who is acting for any one of us;
- i. I also understand and agree that for the purposes of ascertaining and recording identity on and providing specimen signatures that my personal information may be recorded with and disclosed to other joint account holders.

the Attachment for Youth Account or by such other lawful order or direction to the Credit Union. Where the youth is a minor, a parent or guardian may be required to sign an indemnity in favor of the Credit Union.

32. **TRUST ACCOUNT** – If a trust account is designated in the account opening documents, the Applicant is Trustee. The Trustee is legal owner of the account. I understand that the Credit Union is not required to recognize anyone other than the Applicant as having an interest in the account. Where the Credit Union opens an account which has been designated as a Trust Account or similar designation, whether for a specified party or not, the Credit Union will continue to accept all instructions respecting the account only from the Applicant and is not obliged to obtain any consent from or see to the execution of a trust for any other person absent a specific written agreement by the Credit Union to the contrary.
33. **ESTATE ACCOUNT** – If an estate account is designated in the account opening documents, the Applicant is the executor or personal representative of the estate in that capacity. You may require estate documentation to release funds from any account(s) upon the death of the Applicant. Estate documentation means any document that may be required by you, in your sole discretion, and may include a Death Certificate, notarial Last Will and Testament or Court Grant.
34. **YOUTH ACCOUNT** – Youth account includes FAT CAT® and HEAD START® accounts and any other account for youths or students. If a youth account is designated in the account opening documents, the youth is the Applicant and owner of the account and entitled to deposit and withdraw from the account. If a parent or guardian is to have withdrawal or investment privileges such privilege shall be designated in



## 1. Purpose of the Debit Card

I will use the Debit Card only for the purpose of obtaining services as agreed upon between me and my Credit Union. On thirty days written notice, my Credit Union may add or remove the uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This Agreement, and the fact that I have the use of the Debit Card, does not give me any credit privileges or any entitlement to overdraw my Account, except as provided by separate agreement with my Credit Union. All references to "Debit Card" in this Agreement include virtual Debit Card(s) registered for use with the Mobile Payment Service.

## 2. Confidentiality and Personal Identification Number (PIN) and/or Passcode

My PIN is a secret and confidential personal identification number that enables my Debit Card to access my Account. I understand that my Credit Union has only disclosed the initial PIN to me and to no one else. I will not select an obvious combination of digits for my new PIN (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number) and will protect and maintain the confidentiality of my PIN at all times. I will never, under any circumstances, disclose the PIN to any other person. I will not use my PIN as my telephone or online access code. I will not keep a written record of the PIN, unless the written record is not carried next to the Debit Card and is in a form indecipherable to others. I will always screen the entry of the PIN with my hand or body.

## 3. Contactless Debit Payments

I acknowledge that my Debit Card may include contactless payment functionality. This contactless payment service allows me to perform a Transaction using my Debit Card without entering my PIN. I understand that this service is optional and if I do not wish to have this functionality enabled on my Debit Card, I can contact my Credit Union and request to have the functionality disabled

## 4. Withdrawals and Deposits

Unless I have made other arrangements with my Credit Union, amounts credited to my Account as a result of deposits using the Debit Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured. Withdrawals or transfers initiated using the Debit Card will be debited to my Account at the time they are made. I will not deposit any coins, worthless, counterfeit or fraudulent items to my Account into any automated teller machine or through mobile deposit, and will pay to my Credit Union any damages, costs or losses suffered by my Credit Union as a result of any such deposit.

## 5. Liability for Losses

Once I have requested and first used the Debit Card, except as expressly provided in this Agreement, I will be liable for all authorized and unauthorized uses of the Debit Card by any person up to my established withdrawal limit (including funds accessible through a line of credit or overdraft privilege), prior to the expiry or cancellation of the Debit Card. However, in the event of alteration of my Account balance due to technical problems, card issuer errors and system malfunctions, I will be liable only to the extent of any benefit I have received and will be entitled to recover from the Credit Union any direct losses I may have suffered. I acknowledge that I will co-operate with my Credit Union in any investigation. I will not be held responsible for losses that occur due to circumstances beyond my control, such as (a) technical problems, Credit Union errors and other system malfunctions; (b) unauthorized use of the Debit Card where the Credit Union is responsible for preventing such use after: (i) I have reported the Debit Card lost or stolen; (ii) the Debit Card is cancelled or expired; or (iii) I have reported that the PIN may be known to someone other than myself; or (c) unauthorized use, where I have unintentionally contributed to such use, provided I co-operate in any subsequent investigation. In all other cases, where I have contributed to unauthorized use, I will be liable for the resulting loss. My Credit Union will not be liable to me for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a Point-of-Sale or eCommerce transaction (purchase using mobile device or computer). I understand that I must not use my Debit Card, for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in my jurisdiction.

## 6. Lost or Stolen Card or Mobile Device, or Compromised PIN

If I become aware that the Debit Card or my mobile device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN has been made accessible to another person, I will notify my Credit Union or its agent immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended or the PIN changed. The instant such notice is received or when my Credit Union is satisfied that I became the victim of fraud, theft, or coercion by trickery, force or intimidation, my liability for further use of the Debit Card or Mobile Payment Service will terminate, and I will be entitled to recover from my Credit Union any further losses suffered by me by using the Debit Card or Mobile Payment Service.

## 7. Procedures for Addressing Unauthorized Transactions and other Transaction Problems

In the event of a problem with a Debit Card transaction, or unauthorized Debit Card transaction, other than a matter related to goods or services provided by Merchants, I will report the issue promptly to my Credit Union and the Credit Union will investigate and respond to the issue on a timely basis. My Credit Union will not unreasonably restrict me from the use of any funds subject to dispute, if it is reasonably evident that I did not contribute to the problem or unauthorized transaction. My Credit Union will respond to my report of a problem or unauthorized transaction within 10 business days and will indicate what reimbursement, if any, will be made for any loss incurred by me. Reimbursement will be made for losses from a problem or unauthorized use in this time frame if it is evident that I did not contribute knowingly to the problem or unauthorized transaction and that I took reasonable steps to protect the confidentiality of my PIN or Passcode. An extension of the 10-day limit may be necessary if my Credit Union requires me to provide a written statement or affidavit to aid its investigation.

## 8. Dispute Resolution

If I am not satisfied with my Credit Union's response, my Credit Union will provide me, upon request, with the reasons for its findings. If I am still not satisfied, the issue will be referred to either a Credit Union system dispute resolution service or external mediator, as agreed upon between me and my Credit Union. Neither my Credit Union nor I will have the right to start court action until 30 days have passed since the issue was first raised with my Credit Union. Any dispute related to goods or services supplied in a Point-of-Sale transaction is strictly between me and the Merchant, and I will raise no defense or claim against my Credit Union.

## 9. Service Fees

I acknowledge that I have been advised of, and will pay, the applicable service fees disclosed by my Credit Union and in effect for services available under this Agreement. New or amended fees will only become effective 30 days after publication by my Credit Union. I will pay the service charges of any other financial institution that are imposed as a result of any services available under this Agreement that I may use.

## 10. Foreign Currency Transactions

I acknowledge and understand that when I conduct transactions using the Debit Card in person or online, or using a mobile device in a foreign currency, my debit instruction may be processed through one or more international electronic networks that participate in the international payments system. The instruction my Credit Union receives may ask my Credit Union to pay a stipulated amount in U.S. dollars ("USD"), regardless of the original currency of my transaction. The transaction amount between my Credit Union and me will be the amount of my transaction, plus fees charged by the owner of the automated teller machine or point-of-sale system, converted into USD (or another currency) by one or more parties other than my Credit Union (each, a "Third Party"). Foreign currency conversions completed by Third Parties occur at rates that my Credit Union does not set, and which may include revenue, commissions or fees of those Third Parties. As a result, the cost of currency conversion may not be known to me or to my Credit Union or precisely determinable in advance or until the amount of the transaction is charged to my Account. More than one currency conversion may be completed by Third Parties before my transaction is processed by my Credit Union. The amount charged to my Account will be the USD value of the instruction received by my Credit Union. If the transaction is conducted on an Account denominated in Canadian dollars, the amount charged to my Account will be the amount of the USD instruction received by my Credit Union, converted to Canadian dollars at my Credit Union's sell rate for purchase of USD in effect at the time of the conversion. Currency conversions will be completed when and at rates in effect when the transaction is processed by my Credit Union, which may not be the same rate in effect when I conduct the transaction or when it is completed. Any fees or markup charged by my Credit Union in addition to the conversion rate and fees charged by Third Parties must be disclosed by my Credit Union as per the 'Fees' section of this Agreement.

## 11. Evidence of Transactions

A paper transaction record dispensed mechanically by using the Debit Card constitutes a record of my instructions. Whether such a transaction record is issued or not, it is my responsibility to verify that the transaction has been properly executed by checking my Account activity on a regular basis. In the absence of evidence to the contrary, the records of my Credit Union are conclusive for all purposes, including litigation, in respect of any instructions given by me to my Credit Union through the use of the Debit Card; the items deposited by me into an automated teller machine; the making of a withdrawal, deposit or transfer through the use of the Debit Card; and any other matter or thing relating to the state of Accounts between me and my Credit Union in respect of any electronic transaction.

## 12. Statements

My Credit Union will provide either statements or a passbook with information to enable me to check Account entries. For Accounts without a passbook, my Credit Union will provide me with periodic statements containing information on all Debit Card transactions since the previous statement, including: the transaction amount, date, type (deposit, withdrawal, purchase or refund); including where possible, the identity of the terminal and name under which the machine operates, the transaction number and the identity, trade name and local address of the Debit Card acceptor. For Accounts with a passbook, my Credit Union will print the transaction amount, date and type (deposit, withdrawal, purchase or refund) in my passbook when I present the passbook to be updated.

## 13. Scope of Agreement

This Agreement replaces any prior agreement governing the use of the Debit Card and the PIN but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility or the operation of any Account. This Agreement applies to any Account specified herein and, as well, to any other Account designated by me from time to time for use in connection with the Debit Card or Mobile Payment Service.

## 14. Termination of Agreement

My Credit Union remains the owner of the Debit Card. It may restrict the use of the Debit Card or may terminate this Agreement and my right to use the Debit Card, at any time without notice. I will return the Debit Card to my Credit Union and remove any Debit Card token(s) associated with the Mobile Payment Service upon request.

## 15. Cardholder Privacy

I acknowledge that my Credit Union has policies to protect my privacy and that I may obtain those policies upon request. I hereby consent to use of my personal information by my Credit Union and its affiliates to monitor use of financial services, to detect fraud, develop needed products and services, and offer members needed services. However, if I have given or hereafter give express consent to the collection, use and further disclosure of my Personal Information by the Credit Union in a form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. I may withdraw my consent at any time by contacting the Credit Union's Privacy Officer.

## 16. Canadian Code of Practice for Consumer Debit Card Services and Code of Conduct for Credit and Debit Card Industry in Canada

I understand that the Credit Union system endorses and supports the voluntary Canadian Code of Practice for Consumer Debit Card Services as well as the Code of Conduct for the Credit and Debit Card Industry in

Canada and that Credit Unions are guided by the principles of these Codes in administering the operation of Debit Card services. A copy of these Codes is available from my Credit Union upon request.

## 17. Interpretation and Definitions

This Agreement is intended to be interpreted in accordance with its plain English meaning. For the purposes of this Agreement, Point-of-Sale transaction means the use of the Debit Card to conduct a contact transaction with its associated PIN or a contactless transaction without the card's associated PIN or using a mobile device for purposes permitted by my Credit Union, including but not limited to: (a) the transfer of funds from my Account to purchase or lease goods or services from a seller, lessor or service provider (a Merchant); (b) the transfer of funds from my Account to obtain a voucher, chit, scrip, token or other thing that may be exchanged for goods, services or money, or (c) the transfer of funds into my Account from an Account of a Merchant (e.g. a refund).

For the purposes of this Agreement, eCommerce transaction means, the use of the Debit Card or mobile device to conduct a transaction through the internet or telephone, without limiting the generality of the foregoing by any other means that is not a Point-of-Sale transaction and is conducted without the physical presentation of the Debit Card, by providing the Debit Card number, and where applicable, Card expiry date and/or CVV or CVC (three-digit code on the back of the Card, if applicable) to a merchant or other third party to complete the eCommerce transaction.

## 18. Mobile Payment Service

The Mobile Payment Service allows Credit Union Debit Card holders to perform Point-of-Sale transactions using a mobile device ("Mobile Payment Service").

### a. Mobile Device Security

I further acknowledge that I will properly maintain the security of my mobile device used in conjunction with the Mobile Payment Service by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs.

### b. User Licensing Terms

I agree that I will not copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Service or any part of the Service. I will not license, sublicense, market or distribute the Mobile Payment Service, or provide any copies to a third party. I will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Service, and I will not use any part of the Mobile Payment Service to gain access to interconnecting software applications to do the same.

### c. Jurisdiction

I acknowledge that this Agreement is subject to the laws and jurisdictions as defined by my Credit Union. I understand that my Credit Union may monitor and enforce compliance with these terms.

### d. Acknowledgements

I understand that I should keep my physical Debit Card with me to use in the event the Mobile Payment Service is unavailable for whatever reason. I acknowledge and confirm ownership of the respective intellectual property rights by my Credit Union, its partners and associated service providers.

## 19. Recurring Pre-Authorized Payment Transaction

I acknowledge and understand that if I want to set up a Recurring Pre-Authorized Payment Transaction with a Merchant, I must make those arrangements directly with the Merchant. I am responsible for giving the Merchant all information necessary to conduct Recurring Pre-Authorized Payment Transactions including advising Merchants as soon as practicable whenever my Debit Card details change. I agree that if I have set up a Recurring Pre-Authorized Payment Transaction with a Merchant and my Debit Card number and/or expiry date changes, it is my responsibility to provide the Merchant with my updated Debit Card information. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained in this Agreement, excepting only the liability of my Credit Union for any direct losses suffered as a result of an alteration of my Account balance due to technical problems, card issuer errors and system malfunctions, my Credit Union is not liable if any Recurring Pre-Authorized Payment Transaction cannot be posted to my Account. If I want to stop any Recurring Pre-Authorized Payment Transaction, it is solely my responsibility to contact the Merchant to ensure it has been discontinued, and my Credit Union is in no way liable for any Recurring Pre-Authorized Payment Transaction or losses suffered in connection therewith that has been posted to my Account in circumstances where either I have or the Merchant has failed to act in a timely manner, or at all, to discontinue such Recurring Pre-Authorized Payment Transaction

## 20. Receipt of Copy of Agreement

I acknowledge the receipt of a true copy of this Agreement, or a previous version signed by me upon initiation of the PIN based Debit Card service or Mobile Payment Service and that this Agreement does not require signature by my Credit Union. This Agreement may be amended unilaterally by my Credit Union upon thirty (30) days' notice and until the Agreement is terminated, the use or continued use of the Debit Card or Mobile Payment Service by me shall be conclusively deemed to be the acceptance of any amendments to this Agreement. I acknowledge that notice will be given to me in writing either by mail to my most recent address as shown on the Credit Union's records, by the Credit Union posting notice at its premises or on its website, by personal delivery, or by any other means the Credit Union, acting responsibly, considers appropriate to bring the change to my attention. I also agree to keep this copy of this Agreement for my own records. I understand I may obtain a copy of any changes to the Agreement or the revised Agreement from any branch of my Credit Union.

Revision Date: September 19, 2022