

Concentra Bank Personal Account Services Agreement

Concentra®

This Agreement sets out the terms and conditions of the relationship between us (Bank) and you (our customer) relating to your personal accounts and the services we provide to you and incorporates the Direct Services Agreement.

You may access our services through the Central 1 Platform. The Direct Services Agreement attached as Schedule I sets out the terms of our services from time to time available on the Central 1 Platform. Some services described in the Direct Services Agreement may not be offered by us at any particular time.

Please read this Agreement carefully. If you have any questions about this Agreement, your accounts, or the services we provide to you, please call our Client Support at 1-800-788-6311 or refer to our website at www.concentra.ca.

By completing and submitting your Application (which Application is accepted by us), opening or using any of your accounts, or using any of our services, you accept the terms of this Agreement.

This Agreement is organized as follows:

Account Agreement

Part A	Definitions
Part B	Your Accounts
Part C	Joint Accounts
Part D	All Accounts and Services
Part E	Direct Services
Part F	No Overdraft
Part G	Your Information
Part H	General
Part I	GIC Specific Terms and Conditions

Schedule 1 Direct Services Agreement

A - Definitions

This Part A lists the definitions for terms that we use in this Agreement.

Account Agreement - the terms and conditions set out in Part A to Part H, inclusively, which govern the operation of your accounts.

Agreement - Collectively, your Application, the Account Agreement, the Direct Services Agreement, and any additional agreements or terms for particular services we provide to you.

Application - the online application you complete and submit when you apply to become a customer of the Bank and to open your accounts (including any GIC).

Bank - Concentra Bank and its subsidiaries and affiliates.

Central 1 - Central 1 Credit Union.

Central 1 Platform - the digital banking platform developed by Central 1.

Client Support - our telephone client support centre accessible at 1-800-788-6311.

Deposit Disclosure - the disclosure statement regarding various applicable deposit products offered by the Bank from time to time and which is accessible at our website at www.concentra.ca and the Central 1 Platform. The Deposit Disclosure sets out the Bank's disclosure of interest information and fees and charges

applicable to deposits held with the Bank. Some deposit products described in the Deposit Disclosure may not be offered by us at any particular time.

Direct Services - has the meaning given to it in the Direct Services Agreement.

Direct Services Agreement - the standard terms and conditions which govern the services we provide through the Central 1 Platform.

Electronic document - data that is recorded or stored on any medium in or by a computer system or other similar device and that can be read or perceived by a person or a computer system or other similar device. It includes a display, printout or other output of that data.

Electronic signature - a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with an electronic document.

GIC - a deposit product with guaranteed interest offered by the Bank as evidenced by a GIC Confirmation issued by us to you with respect to certain money you deposited with us.

GIC Confirmation - a confirmation issued by the Bank with respect to the Principal Amount, interest rate, maturity and other terms and conditions of a GIC.

Identity - Your name, user name, personal account number, 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 - has the meaning given to it in the Direct Services Agreement.

Losses - All damages, liabilities, losses, claims and costs of any nature, including fines, penalties, administrative monetary penalties, and all expenses reasonably incurred in the defense of any claims.

Maturity Date - means the last day of the term.

PAC - has the meaning given to it in the Direct Services Agreement.

PAD - has the meaning given to it in the Direct Services Agreement.

Principal Amount - means the amount provided to purchase the GIC.

Proof of Identity - Your password, PAC, or other means by which we verify your identity. Proof of Identity may include answers to security questions. An Identity, together with a Proof of Identity, allows access to Direct Services.

Records - Your electronic statements, paper statements or paperless transaction history, and any other records that we provide or make available to you in connection with your accounts or our services.

Remote Deposit Service - has the meaning given to it in the Direct Services Agreement.

Sign, signature or any other grammatical variation - includes electronic signature.

You, your and yours - The customer named in the Application or, for joint accounts where two or more persons are named in the Application, any or all of those persons.

We, us and our - Refers to the Bank.

B - Your Accounts

1. Your accounts

You may open any number of high interest savings accounts ("accounts"). You may only use your accounts for your personal banking needs. If you use an account to carry on a business, we may charge your business banking service fees, and we may close your account or change your account to a business account.

2. How you make deposits to your accounts

You may deposit funds to your accounts by electronic transfer, by Remote Deposit Service, by mail, or in any other manner acceptable to us from time to time. All deposited Instruments must be payable to you or

to bearer. You authorize us to endorse in your name any Instrument deposited without endorsement. We may not accept deposit Instruments which bear a prior endorsement (because we may be unable to verify that endorsement). Digital images of cheques and other Instruments may be made or captured by us, or our agent, and also used by other financial institutions in connection with the exchange and clearing of Instruments and the settlement of payments. We may deal with images as if they were paper items and the original paper item may be destroyed and not returned to you. All deposits are subject to verification of the source of funds and to our policies on the acceptance of deposits. We may change those policies from time to time without notice. *We may refuse to accept any deposit to your accounts.*

Remote Deposit Service - You may use the Remote Deposit Service feature of your account to deposit eligible paper cheques or bank drafts to your Canadian dollar account by taking a picture of the front and back of the cheque or bank draft with your mobile device and transmitting it to us. You promise to use the Remote Deposit Service in accordance with the terms and conditions of this Agreement. You will only deposit a cheque or bank draft that is payable to you directly, in Canadian dollars, drawn on a Canadian financial institution and is dated not more than six months prior to the date of deposit. We will not accept cheques or bank drafts that are payable to someone else or to two people jointly or endorsed to you.

You will not use the Remote Deposit Service for illegal, fraudulent or defamatory purposes nor take any action which may undermine the security or integrity of any of the Remote Deposit Service, or cause harm, or threaten to cause harm, to any other use or user of the Remote Deposit Service. We reserve the right to restrict, suspend or cancel your use of Remote Deposit Service at any time, with or without notice. We may set limits on the number and amount of deposits, and we may change those limits.

You will endorse the cheque or bank draft before you take the picture and deposit it.

When you capture a digital image of a cheque or other Instrument, the cheque or bank draft must be in the standard format approved by Payments Canada. Your image must include all information we require including the date, drawee institution, payee, amount in words and figures, signature of the payor, cheque number, and magnetic ink character recognition information. All of the information must be legible in the image. You will only create images from the original cheque or bank draft.

You will not deposit a cheque or bank draft that is post-dated, stale-dated, or altered in any way, or that has previously been deposited.

Your cheque or bank draft is considered received by us when you receive a successful 'deposit complete' message. Funds will then appear in your account. After successful deposit transmission, you agree to write "deposited" across the front of the cheque or bank draft. You will keep the cheque or bank draft for 90 days, and provide it or a replacement image to us if we ask for it. You will destroy the cheque or bank draft within 30 days after the 90 day period.

The image of a cheque transmitted to us must be legible, as we, in our sole discretion, determine.

We reserve the right to reject any image transmitted. We are not responsible for any images that we do not receive. An image shall be deemed to be received when you obtain a confirmation from us. Receipt of confirmation does not mean that the transmission was error free or complete. If the deposit amount does not match the amount of the image, we may adjust your account to reflect the amount on the image. You will be responsible for any costs to obtain a replacement cheque or bank draft, if required.

We reserve the right to chargeback to your account the amount of any image that we have later determined was not an eligible cheque, and the terms set out below under the headings "*Returned Instruments*" and "*Chargebacks*" will apply.

When you create an image using Remote Deposit Service, you are acting as our agent for the limited purpose of creating the image. You will not delegate this role to anyone else. Any image that you create will be treated for legal purposes just as if we had created the image ourselves. Each image we accept will be treated as an eligible bill under the *Bills of Exchange Act* (Canada) and each image is subject to the applicable Payments Canada rules. We may from time to time impose additional rules governing the cheques and bank drafts we accept, and your use of Remote Deposit Service. Each image received by us will have the same effect as if the original cheque or bank draft was delivered to the Bank for deposit.

We use Central 1 as a service provider for our Remote Deposit Service. You agree that Central 1 is entitled to the same protections from liability and limitations of liability as are provided to us and our other agents in this Agreement. You grant to us, and to our clearing agents (including Central 1), all consents and rights necessary to provide the Remote Deposit Service, and to deposit and clear eligible cheques and bank drafts using the images and associated data (which may include your personal information).

Returned Instruments - If you deposit an Instrument to your account, we may provide you with immediate credit, and attempt to collect payment on that Instrument. If the Instrument is returned to us unpaid, we may reverse the credit and any interest paid on that credit. Fees, commissions and spreads may also apply. Anyone we hire (such as a financial institution or courier) to effect the collection of an Instrument will be deemed your agent, not our subagent.

Chargebacks - We may debit your account for any amount that we determine, in our discretion, was credited to the account, or otherwise paid to you or on your behalf, as a result of an error or any Instrument which may be forged, fraudulent, or unauthorized in any way, including as a result of a material alteration or any forged, fraudulent, unauthorized, missing, or incomplete endorsement or signature, or for which we are unable to receive irrevocable settlement or payment, in each case together with all associated losses. This will include the amount of an Instrument payable to another person which is missing endorsements, or which has forged, fraudulent, or unauthorized endorsements, and the amount of an Instrument for which any party is bankrupt or insolvent. This will also include any Instrument which is dishonoured, unpaid, or paid and subsequently returned. You will immediately repay any overdraft caused by such debit, together with interest. We may make any other adjustments to your account to give effect to the above. You agree that we will not be responsible for any loss, costs, or fees associated with such chargeback. **We are not responsible for any damages suffered by you or any other person resulting from a rejected or returned Instrument, cheque or bank draft, the delayed or improper crediting of an Instrument, or inaccurate information you provide us regarding an Instrument, cheque or bank draft.**

GIC - You may deposit money into a GIC by selecting the applicable term and interest rate under the Application and transferring the money to us. Upon maturity of the GIC, we will deposit the principal amount and the accrued interest to your account or renew the GIC as you instruct. For each GIC, we will provide you with a GIC Confirmation. See section I for GIC specific terms and conditions.

3. How you access money in your accounts

You may access money in your accounts in any of the following ways:

Transfers - You can transfer funds from or between any of your accounts through Direct Services. You can arrange for us to transfer funds between your accounts with us, or from or to your account at another Canadian financial institution

Access to your accounts and transactions may be subject to daily or other limits set by us from time to time. Some accounts may be subject to restrictions on the ways that you access them.

4. Cheque images

We may, in our discretion, provide images of cheques and other Instruments with your statements. Direct Services may permit you to view and print images of cheques and other Instruments. Service fees may apply. Images may be provided or made available before we have determined whether the cheque or other Instrument will be accepted. Providing or making an image available to you does not mean the transaction has been processed or obligate us to accept the cheque or other Instrument. We have no obligation to provide you with physical cheques and other Instruments. Physical cheques and other Instruments may be destroyed.

5. Interest on your accounts

We pay interest on interest bearing accounts. For information, you may visit our website at www.concentra.ca, or call our Client Support (1-800-788-6311). The interest rates, and how we calculate and pay interest, may change. We may notify you of the change by any method described in "How we communicate with you" in section H-2.

6. e-Records

Your electronic statements will be available under Direct Services. You will immediately notify us of any changes to your email address. Failure to provide a valid email address may disrupt delivery of any electronic notification. You will remain responsible for reviewing your account activity through other available methods during any period. If you wish to keep a permanent copy of your electronic statements, you should save them in hard copy or electronic format from Direct Services.

7. You must immediately notify us of any errors, omissions or unauthorized transactions

You will promptly and carefully examine your Records. You will immediately notify us in writing of any errors, omissions or unauthorized transactions in the Records as soon as you discover them. The notice periods and

release below apply even if your Record is delayed, or you have not received it, or you have failed to review it, or you have failed to review your account transaction information from Direct Services, or by calling our Client Support (1-800-788-6311).

If we do not receive written notice from you of any errors, omissions or unauthorized transactions in your Records within 30 days of the statement date, then you agree to accept the account balances and the account transaction information, fees and Instruments posted to your account, and you will not be credited with any amount that does not appear in the account transaction information as shown in your Records, even if a debit entry was not authorized or was based on a forgery or was otherwise wrongly or fraudulently made. You also agree that we will be released from any claim with respect to every transaction, fee, entry or Instrument in the Records or posted to your account, and any other claim in connection with your account, including without limitation claims for negligence, conversion, breach of trust, breach of fiduciary duty, or breach of contract. This section does not prevent us from correcting amounts added to your account by any error or a system malfunction.

8. Errors and system malfunctions

If your account is incorrectly debited due to any error or system malfunction, we will pay you the amount of the debit. If your account is incorrectly credited due to any error or system malfunction, you will pay us the amount of the credit. We will not unreasonably restrict you from your use of these funds while the matter is being resolved.

9. Compliance with laws

All Instruments will be issued and paid and all transactions will be processed in accordance with applicable laws, the rules of Payments Canada and any foreign clearing associations, Interac rules, and any self-regulatory codes adopted by us, such as the Canadian Code of Practice for Consumer Debit Services.

10. We may restrict your access to your accounts

We may restrict your ability to transfer funds in any of your accounts, freeze or close any of your accounts, or suspend any services, with or without notice if:

- Required by law or a regulatory authority;
- We believe that you (or any of you, for a joint account) are a victim of identity theft, or that any account activity is suspicious, or possibly illegal, fraudulent or unauthorized;
- Your account is operated in a manner that is unsatisfactory to us, including by a person whom we suspect may be engaged in financial abuse;
- You (or any of you, for a joint account) breach the terms of any agreement or policy applicable to your account, or any other agreement with us;
- We are notified that a claim has been made or may be made against funds in your account;
- There is any dispute or doubt as to who has the authority to operate your accounts or use our services;
- You (or any of you, for a joint account) have declared bankruptcy or become the subject of bankruptcy proceedings or a receiver is appointed over your assets;
- You (or any of you, for a joint account) have been declared, or we believe you might be, mentally incompetent or incapable of managing your own affairs, subject to you having appointed an attorney or representative whose authority survives your mental incompetency or incapacity, or a legal guardian being appointed to manage your affairs;
- You fail to act with respect and civility in dealing with us or our personnel, or we consider that your conduct toward us and our personnel is otherwise inappropriate; or
- We have any other reason to restrict your ability to withdraw or transfer funds in your accounts, or to freeze your accounts, or to suspend any services.

11. Closing your account

We may, in our discretion, close any of your accounts at any time and pay the balance to you. You may close

any of your accounts using methods that are acceptable to us. Account closure by us or by you may be subject to a service fee. Account closure does not release you from any debt or obligation to us.

C - Joint Accounts

1. Joint accounts, and who can sign

If two or more persons are named in the Application, then your accounts are joint accounts and the terms in this Part C apply collectively to all of you and individually to each of you. Any withdrawal or other debit Instrument signed or effected by any of you, and any instruction, authorization or release given to us by any of you, is binding on all of you.

In addition:

- We may, in our discretion, require all of you to confirm any instruction or authorization;
- Any one of you may make deposits to your joint accounts, including cash and the proceeds of any Instrument payable to any or all of you;
- Any one of you may sign releases of us with respect to your joint accounts and our services, and confirm that your joint accounts are correct; and
- Any one of you may obtain information about your accounts, including information about your accounts before they became joint accounts and information about any other joint account holder.

2. You are individually and collectively responsible for your joint accounts

You each jointly and severally agree with the other account holders to pay any debt, obligation or liability arising under this Agreement or from the operation of your joint accounts.

3. We may send notices, disclosures and statements to any one of you

We need not send notices, disclosures or statements to all of you. Notices, disclosures and statements will be binding on all of you when they are provided to any one of you by electronic methods (which may include posting a notice under Direct Services), or when they are sent to any one of you at the most recent address provided to us. Any one of you may consent to receiving notices, disclosures and statements by electronic methods and that consent is binding on all of you.

4. Right of survivorship

In the event of the death of any of you (the "deceased"), the money in your accounts will go to the remaining living account holders (the "survivors"). Each of you agrees that all funds deposited in any joint accounts and all interest earned on those funds will be held jointly with the "right of survivorship", as described in this section. You each assign and transfer to all of you jointly and your survivors all money deposited to the joint accounts and all interest on that money. However, this right of survivorship does not apply if the deceased is domiciled in Quebec at the time of death.

On the death of any of you, you irrevocably direct us to pay the balance of the accounts to the survivors (subject to any provision in this Agreement and any provision in a GIC or term deposit relating to restrictions on withdrawal). We may pay the survivors without inquiring whether the survivors have the beneficial right to the monies in the accounts, without enquiring as to whether the deceased was domiciled in Quebec at the time of death, and without recognizing any claim of the deceased's heirs, executors, administrators, assigns, or any other person. Anyone making a claim against the joint accounts must deal with the survivors. Each of the survivors, and the estate of the deceased, will pay us for any losses that may be incurred by us, including any claim brought by any person, that result directly or indirectly from any payment made by us to the survivors, or any dispute relating to your joint accounts, the deceased, the survivors or any other person.

On the death of any of you, we may release any information regarding the joint accounts up to and including the date of death to the estate representative of the deceased.

D - All Accounts and Services

1. Using our services

You agree to comply with our policies and instructions relating to our services. We may change those policies

and instructions from time to time, with or without notice. The current versions of our policies and instructions are available on our website at www.concentra.ca. You may also obtain copies by calling our Client Support (1-800-788-6311).

We may change the functionality and features of any service, or suspend or terminate any service, with or without notice.

2. Your service charges

We will charge you the service fees established by us from time to time that apply in relation to your accounts and our services, and any applicable taxes. For information on our service fees, visit our website at www.concentra.ca, or call our Client Support (1-800-788-6311). We will also charge you the service fees of any other financial institutions that are imposed as a result of any service that you may use. We may debit your account for any applicable service fees in the currency of the account. If you don't have enough money in your account to cover the service fees, we may pay them from any other account you have with us. Our service fees are subject to change from time to time on notice to you.

3. Your instructions to us

We may act on any instructions or other information relating to your account or our services that are provided by any method we approve, and whether provided by you or in your name or by someone purporting to be you. We may, in our discretion, decline to act on your instructions or require verification of your instructions. We are not required to verify your instructions in any circumstances.

We will consider any electronic communication received from you or in your name to be duly authorized by you. The term "electronic communication" means any communication by or involving electronic methods, including communications within the Central 1 Platform or with our Client Support, made by telephone, email, social media, or fax. You authorize us to rely and act on any such electronic communication. If we try to verify the validity of any electronically communicated instructions and are unable to do so to our satisfaction, then we may delay in acting on or refuse to act on such instructions (though we are not obligated to do so).

Instructions sent to us through mail must be sent or delivered to: Attention: Capital Markets Operations, Concentra Bank 2055 Albert Street, PO Box 3030, Regina, SK S4P 2T8, and will be considered to be received by us only when actually brought to the attention of the responsible officer at the Bank.

4. Your legal representatives

We may, in our discretion, contract with, accept instructions from, or permit account business to be transacted by, your legal representatives (including anyone to whom you have given a power of attorney, your committee, your trustee-in-bankruptcy or receiver or, if you are deceased, your estate representative).

Subject to any right of survivorship, on your death, and on receipt from your estate representative of legal documents and instructions acceptable to us, we will transfer the balance of the funds in your accounts to your estate representative or permit your estate representative to operate your accounts.

We will not be liable for any damages suffered by you or any other person that result directly or indirectly from the operation of your accounts by your legal representative or a person purporting to be your legal representative. You will pay us for any losses that may be incurred by us, including any claim brought by any person, that result directly or indirectly from the operation of your accounts by your legal representative or a person purporting to be your legal representative.

5. Your information requests

If you ask us for documents or other information relating to your accounts, or our services, then we will provide you with copies of the documents and information that we are required by law to provide. We may, in our discretion, provide you with copies of additional documents or information that we are not required by law to provide. We will not provide copies of documents or information when prohibited by law. We may require you to pay a fee, determined by us, before providing any documents or information.

6. Other information requests

From time to time we may be required to respond to requests or demands from third parties seeking documents or other information relating to your account. You will pay our costs of complying with court orders, warrants, summons to witnesses, subpoenas, or statutory demands, or responding to any legal proceeding in which we are asked to provide copies of your financial information or records. The costs we may charge include

reasonable legal fees, service provider fees, fees for clerical time, and copy charges.

7. If your account becomes inactive or abandoned

If there have been no transactions on your account and you have not requested or acknowledged a statement of account for a period of 24 months, then we will designate your account as inactive. If there have been no transactions on your account and you have not requested or acknowledged a statement of account for a period of 10 years, then we will designate your account as abandoned. We will attempt to communicate with you after 2 years, 5 years, and 9 years of account inactivity. Service fees may be charged on accounts which are inactive or abandoned. If there are insufficient funds in your account to cover the service fees which are payable by you, we may close the account without notice to you. Canadian dollar accounts which are abandoned will be subject to escheat (this means the deposits become the property of the federal government) in accordance with federal law and transferred to the Bank of Canada. There is a process for reclaiming those deposits by filing a claim with the Bank of Canada.

8. Third party services

We may make services provided by third parties available to you. If we do so, then:

- The third party service is provided by the third party, and not by us. You assume all risks associated with using any third party service, and we have no liability to you in respect of any third party service. Any dispute you may have relating to a third party service must be resolved between you and the third party, without our involvement.
- If a third party deals with us in its provision of services to you, the third party is acting as your agent and not as our agent.

Where there are links from our website or within the Central 1 Platform to any third party's website, we do not make any representations about, do not endorse, and are not responsible for any losses relating to, the third party or the third party's website, products, services or privacy policies.

9. Security

You will use all reasonable security measures and procedures to ensure the security of your accounts, our services, each Identity and Proof of Identity, the computers and other systems you use to access your accounts or our services, 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 you use;
- Never provide any account information or any Identity or 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 Central 1 Platform for Direct Services;
- 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 your web browser promptly after you have finished accessing the Central 1 Platform.

If any security incident affects, or might affect, your accounts or our services, you must notify us immediately by calling our Client Support (1-800-788-6311).

You will comply with all security procedures and other requirements that we may specify or recommend from time to time.

We may conduct periodic audits and tests of our services, including to investigate any technical difficulties, security incidents, or deficiencies, or any actual or potential breach of security. Our services may be temporarily unavailable during such audits and tests. You agree to cooperate with such audits and tests.

You will use all reasonable security measures and procedures to protect your accounts and our services from

fraudulent activities. You will at all times have in place all reasonable procedures designed to prevent and detect losses due to forged or unauthorized signatures, or fraud or theft in relation to your accounts, our services, or any Instruments.

10. You will not use your accounts or our services for improper purposes

You will not use your accounts or our services for any fraudulent, unlawful, dishonest, malicious or defamatory purpose, or for any other activity unsatisfactory to us. You will not do anything that could undermine the security, integrity, effectiveness, goodwill, or connectivity of any of our services or our systems, including any activity that could cause harm to us, any other user, or any other person.

11. You will notify us of suspicious, fraudulent or unauthorized activities

You must notify us immediately, by calling our Client Support (1-800-788-6311), if there is any suspicious, unusual, actual or suspected fraudulent or other unauthorized use in relation to your accounts or our services, including if any unauthorized person has had, or may have had, access to any of our services.

12. Anti-money laundering and anti-terrorist financing

The Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) applies to the operation of your accounts and the provision of our services. We will from time to time adopt policies to address the reporting, recordkeeping, client identification and other requirements of that legislation. You will comply with all those policies, and you consent to our conducting such activities, including background checks, as we may consider necessary for the purpose of complying with our obligations under that legislation.

You will not allow another person to use your accounts or our services, and you will not use your accounts or our services on behalf of or on the instructions of another person, except to the extent we have agreed to your use of the account or our services in that manner.

E - Direct Services

1. Using Direct Services

You may use the Central 1 Platform to access any permitted account and to conduct such transactions and provide such instructions as we may allow from time to time. Once a transaction has been processed or an instruction has been given, you cannot revoke it. Transactions will be credited or debited to your account on a date determined by us.

Your Identity and Proof of Identity

Your Identity and Proof of Identity are used to identify you for access to Direct Services. You authorize us to accept and you agree to be responsible for any transactions made and any electronic instructions given through the Central 1 Platform, by you or using your Identity or your Proof of Identity, to the same extent as if you had given signed written instructions to us.

You may change your Identity and Proof of Identity at any time. You will change your Identity and Proof of Identity promptly if we ask you to. For additional security, we recommend that you change your Proof of Identity on a regular basis, such as every 90 days.

Security of your computers and confidentiality of your Proof of Identity

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

- Keeping possession of the computers, mobile devices and tablets that you use to access the Central 1 Platform, and keeping your Proof of Identity separate from them. If you must write down your Proof of Identity, you will not record it on your computer, mobile device or tablet, or keep it near your computer, mobile device 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 Proof of Identity while logging into the Central 1 Platform.

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.

[When you must notify us](#)

You must notify us immediately, by calling our Client Support (1-800-788-6311), as soon as you know or suspect that:

- A computer, mobile device or tablet that you use to access the Central 1 Platform is lost or stolen, or has been used by someone else, or the security of the computer, mobile device or tablet has been compromised;
- Your Identity or Proof of Identity has become known to someone else; or
- The user ID, password or other credentials that you use to log into your mobile device have become known to someone else.

You must also notify us immediately, by calling our Client Support (1-800-788-6311), on becoming aware of an unauthorized transaction made through the Central 1 Platform.

[Your liability for Direct Services transactions](#)

You are responsible for all transactions processed through the Central 1 Platform using your Identity or 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 any unauthorized use of Direct Services through your mobile device that occurs before you notify us that your mobile device may have been lost, stolen or compromised. You are responsible for all fees charged by your mobile service provider.

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 transfer 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 Proof of Identity after you have notified us as required under "When you must notify us"; or
- Losses to your account resulted 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 and Proof of Identity.

2. We may set limits for your Direct Services

We may set limits for your use of your Direct Services and we may change those limits at any time, with or without notice to you. We may, in our discretion, allow you to exceed those limits. You may check your limits or ask for lower limits by calling our Client Support (1-800-788-6311).

3. Using our money transfer services

You may send and receive money through Direct Services.

To send money using Direct Services, you must provide the recipient's email address. You may also be required to provide a security question that will be used to authenticate the recipient of the transfer. To receive money using Direct Services, you may be required to correctly answer a security question.

If a security question is required:

- As a sender, you agree to create an effective security question and answer that is known only to you and the recipient, and you agree not to use email or any optional message that may accompany the transfer

to send the recipient the answer to the security question.

- As a recipient, you agree to keep the answer to the security question confidential at all times and to use it only as required to receive the transfer.
- We may pay the transfer to anyone who claims it as the recipient and correctly answers the security question, whether or not that person is the person you intended to receive the transfer.

We will not be liable for losses incurred by you as a sender or recipient of money using Direct Services, including losses resulting from funds being received by someone other than the intended recipient.

4. Using automatic alerts

Your mobile device or your email address may be used to receive automatic alerts about your accounts (including alerts about account transactions, account balances, and other account activities) without having to provide any Proof of Identity. You are responsible for any unauthorized use of alert services through your mobile device before you notify us that your mobile device may have been lost, stolen or compromised, or through your email address before you notify us that your email address may have been compromised. You are responsible for all fees charged by your phone company or email service provider.

We will not under any circumstances be liable to you for direct damages or any other damages, even if the damages result from our gross negligence, where the damages result from:

- Our delay or failure to send or your failure to receive, an automatic alert for any reason;
- An automatic alert issued in error or containing inaccurate or incomplete information; or
- Any disruption in alert services for any reason, including a disruption caused by your phone company or email service provider.

5. Cancellation of your access to Direct Services

You may cancel your access to Direct Services by calling our Client Support (1-800-788-6311). You must still fulfill all of your obligations under this Agreement.

We may cancel or suspend your access to Direct Services, with or without notice to you. If we do so, you must still fulfill all of your obligations under this Agreement.

F - No Overdraft

No overdraft is permitted on any of your accounts.

G - Your Information

1. Your information

In this Part G, "your information" means personal, financial and other information about you that you provide to us or that we obtain from others, including through the services you use.

2. You consent to our collection, use and disclosure of your information

You consent to our collecting, using and disclosing your information as described in this Agreement and our Privacy policy. You may obtain a copy of our current Privacy policy on our website: www.concentra.ca, or by calling our Client Support (1-800-788-6311).

3. How we collect and use your information

When you ask to begin a relationship with us and during the course of our relationship, we may collect information including:

- Information about you and your background, including your name, intended use of your accounts, address, contact information, gender, age, date of birth, occupation, employment history, and identification (such as your government issued photo ID, your credit file, and other types of identification acceptable to us);
- Information about your dealings with and through us, including information about your financial

transactions and your use of our services;

- Your preferences in relation to the financial products and services we provide to you;
- If you choose to allow us, access to your accounts with other financial institutions, information about those accounts (including account numbers, usernames, passwords, and other credentials) and information about your dealings with and through those financial institutions;
- Other information we may need to provide you with particular services; and
- Other information which is required by applicable laws, including laws relating to taxation, money laundering and terrorist financing.

We may collect information from you and from other sources, including from:

- Government agencies and registries, law enforcement authorities, and public records;
- Credit reporting agencies;
- Other financial or lending institutions;
- Organizations with whom you make arrangements, and other service providers or agents;
- References you have provided;
- Persons authorized to act on your behalf under a power of attorney or other legal authority;
- Your interactions with us, including over the phone, through the Central 1 Platform, or our Client Support, through email or the internet, or through other systems used to access our services; and
- Records that reflect your dealings with and through us.

You authorize our collection of your information from these sources and, if applicable, you authorize these sources to give us the information.

We will limit the collection and use of your information to what we require in order to serve you as our customer and to administer our business, including:

- To verify your identity;
- To determine your eligibility for products and services;
- To evaluate and process your applications, accounts, transactions and Records;
- To provide you with our services, and information related to your accounts, our services;
- To contact you relating to your accounts and services with us;
- To analyze your needs and activities to help us serve you better, and to develop new products and services;
- To inform you about new business initiatives, including contacting you to obtain your views and to encourage you to express your views about them;
- To investigate and help protect you, us and others against financial abuse, fraud, error, criminal activity and other risks;
- To help manage and assess our risks, operations and relationship with you;
- To conduct research and generate statistics related to our business, products and services;
- To help us collect a debt or enforce an obligation owed to us by you; and
- To comply with applicable laws and requirements of regulators, including self-regulatory organizations.

We may keep and use your information for as long as needed for the purposes described in this Agreement, even if you cease to be a customer.

4. How we disclose your information

We will limit the disclosure of your information to what we require in order to serve you as our customer and to administer our business, including:

- When we disclose your information at your request or with your consent;
- To the extent authorized by this Agreement or any other agreement between you and us;
- In response to a court order, search warrant or other demand or request, which we believe to be valid;
- To meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us;
- To other organizations that perform services for you or for us, or on our behalf;
- To investigate and help protect you, us and others against financial abuse, fraud, error, criminal activity and other risks;
- When we sell all or part of our business, insure, sell or securitize assets, or merge or amalgamate parts of our business, or when considering those transactions;
- To help us collect a debt or enforce an obligation owed to us by you; and
- Where required or permitted by law.

Recipients of your information, including other organizations that perform services for us or for you, may be located outside of Canada, and may be required to disclose your information under the laws that apply in the jurisdiction where they are located.

5. Direct Services

When you use Direct Services, our websites, or the Central 1 Platform, we may also collect:

- Device information, including information about your operating system, browser, software applications, IP address, geolocation and security status, to improve your experience and to protect against financial abuse, fraud, error, criminal activity and other risks.
- Website use information such as browsing behavior on our sites and links, locations you click, form data and downloads as well as other data gathered from the use of web tools (for example, cookies, web beacons, tagging, and Google Analytics) to better understand your interests and needs so that we can serve you better.

6. How we share your information within the Concentra group of companies

We may share your information within the Concentra group of companies for the following purposes:

- To manage your total relationship within the Concentra group of companies, including servicing your accounts and maintaining consistent information about you;
- To manage and assess our risks and operations, including to collect a debt owed to us by you; and
- To comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

We may also share your information within the Concentra group of companies to allow others in the group to tell you about their products and services. In order to understand how we use your information for marketing purposes and how you can withdraw your consent, see "How we use your information for marketing purposes" in section G-10.

7. How we use your Social Insurance Number (SIN)

If you ask for accounts or services that may generate interest or other investment income, we will ask for your social insurance number ("SIN") for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other purposes, you can choose not to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to allow us to use your SIN as an aid to identify you with credit reporting agencies.

8. Credit reporting agencies and other lenders

When you open an account, or when you apply for overdraft protection or a line of credit, loan, mortgage or other credit facility, we may ask you to provide information about your employment and finances, and we may exchange information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, or manage and assess our risks. You may choose not to have us conduct a credit check in order to open an account or assess an application for credit. Once you have an account or a credit facility with us and for a reasonable period of time afterwards, we may from time to time disclose your information to other lenders and credit reporting agencies requesting such information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc., or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of information.

9. Preventing, detecting and suppressing fraud

In order to prevent, detect or suppress financial abuse, fraud or criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity, or manage, defend or settle any actual or potential loss in connection with these activities, we may collect from, use and disclose your information to, any person or organization (including your next-of-kin or representative), fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or insurance companies or financial or lending institutions. For these purposes, your information may be anonymized and pooled with data belonging to other individuals and subject to data analytics.

10. How we use your information for marketing purposes

We may also use your information for marketing purposes, including to:

- Tell you about other products and services that may be of interest to you, including those offered by other businesses within the Concentra group of companies and others we select;
- Determine your eligibility to participate in contests, surveys or promotions;
- Conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services; and
- Contact you by telephone, mail, email, text message or other methods.

With respect to these marketing purposes, you may choose not to allow us to:

- Contact you by telephone, email, text message or other methods, with offers that may be of interest to you; or

11. Your health information

We collect, use and disclose information about your health in order to provide you with third party creditor insurance products requested by you, and to assist in the administration of any claims under those creditor insurance products. We do not use this information for any purpose unrelated to these creditor insurance products, and we do not share it within the Concentra group of companies.

12. We may record our interactions

When you are speaking with one of our Client Support representatives or internet live chat agents, or messaging with us through social media, we may monitor and record our discussions for our mutual protection, to

enhance customer service, and to confirm our discussions with you.

If you prefer not to be recorded by audio, many but not all transactions can be conducted using the Central 1 Platform.

You will not record our interactions without our prior consent.

13. How you can opt-out

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement or our Privacy policy, you may do so by calling our Client Support (1-800-788-6311). Please read our Privacy policy available at www.concentra.ca for additional information about your opt-out choices.

14. If you have questions about our Privacy policy

Please read our Privacy policy available at www.concentra.ca if you have any questions about:

- how we collect, use and disclose your information;
- how to request access to your information; or
- how to correct your information.

If you have a question about our Privacy policy or a privacy concern, you may contact our Privacy Office in writing at: 333 3rd Avenue North, Saskatoon, SK, S7K 2M2. Our Privacy Office can also be contacted by telephone at 1-800-788-6311 (please ask for the Privacy Office) or by email at privacyoffice@concentra.ca.

If we cannot resolve your concern to your satisfaction, you can also raise a privacy concern with the Office of the Privacy Commissioner of Canada in writing at: 30, Victoria Street, Gatineau, Quebec, K1A 1H3. The Office of the Privacy Commissioner of Canada can also be contacted by telephone at (819) 994-5444 or toll-free at 1-800-282-1376.

H - General

1. If you have a problem or concern

Tell us about your problem or concern in the way that is most convenient for you. You may contact a service representative by calling our Client Support (1-800-788-6311). If your concern remains unresolved, you may contact the Complaints Liaison Officer in writing at: 333 3rd Avenue North, Saskatoon, SK, S7K 2M2. The Complaints Liaison Officer can also be contacted by fax at 1-306-652-7614 or by email at clientrelations@concentra.ca.

If your concern remains unresolved, you may contact the Ombudsman for Banking Services and Investments in writing at: 401 Bay Street, Suite 1505, P.O. Box 5, Toronto, Ontario, M5H 2Y4. The Ombudsman for Banking Services and Investments can also be contacted by fax at 1-888-422-2865 or by email at ombudsman@obsi.ca.

If your concern still remains unresolved, you have additional options described in our Complaint policy, which is available on our website at www.concentra.ca, or by calling our Client Support (1-800-788-6311).

If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you may contact the Financial Consumer Agency of Canada (FCAC) in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario, K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222, or through its website at www.fcac-acfc.gc.ca. However, the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process described above.

2. How we communicate with you

We may send any paper notice or other communication to the most recent mailing address shown in our records. If we send it by ordinary mail, you will be considered to have received it five business days after the post-mark. If we deliver it by hand, you will be considered to have received it when delivered. If mail service is disrupted, we will tell you where to pick up your paper statements. You will be considered to have received your paper statement on the day it is available for you to pick up, whether or not you do so.

Under applicable law we require your consent to send you certain communications by electronic methods.

We will not send you those communications by electronic methods unless you have signed or otherwise accepted our Consent to Electronic Delivery of Documents. If you consent and we send you a notice or other communication by electronic methods, then you will be considered to have received it when the electronic communication enters the information system designated by you in the Consent to Electronic Delivery of Documents.

You acknowledge that there are inherent risks in electronic communications, and that the security of electronic communications is not guaranteed. You accept all risks associated with the communication methods used with your accounts or our services, including the risks that the use of mail, courier or unencrypted communications might not be secure, reliable, private, or confidential.

3. We may change this Agreement

This version of this Agreement is effective December 20, 2019, and replaces older versions of this Agreement. We may propose to change, either permanently or temporarily, any term of this Agreement (including fees, charges or other amounts required to be paid by you under this Agreement) or replace this Agreement with another agreement, at any time. We will give you notice of a proposed change and any other information required by law, at least 30 days before the change is to come into effect (as stated in the notice). We may give you notice of a proposed change by any method allowed by applicable law, including:

- Providing a notice with your electronic statement;
- Sending you a paper or electronic notice; or
- Posting a notice on our website.

You may refuse the change by closing your accounts without cost within 30 days of the effective date of the change.

You can obtain a copy of the current version of this Agreement on our website at www.concentra.ca and the Central 1 Platform, or by calling our Client Support (1-800-788-6311).

4. Services are “as is” and “as available”

Services 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 our services will meet your requirements, or that the operation of our services will be uninterrupted, secure or error free.

5. Our liability is limited

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 our 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 the damages or losses result from:

- Our exercising any right we have under this Agreement, or our acting or failing to act on any instructions provided by you;
- Any breach of this Agreement by you, your agents, or any other person for whom you are responsible;
- Any inaccuracies in, or inadequacies of, any information or instructions provided to us by you, your agents, or any other person for whom you are responsible;

- Any failure, error, malfunction or unavailability of any system or equipment of any person;
- Any failure, error or delay in any service or the processing of any transaction;
- Any act or failure to act by you or any third party;
- Any forged or unauthorized Instrument or otherwise unauthorized transaction, any forged or unauthorized signature, any material alteration on any Instrument, instruction or document relating to a transaction, any counterfeit Instrument, or any other fraud or unauthorized account activity or use of our services;
- The implementation of any transaction or any instruction where we have been provided with any Identity or Proof of Identity;
- Your loss of any official cheque or other Instrument provided to you by us.
- Payment of funds to the surviving joint account holders;
- Any dispute with any person relating to a claim for entitlement to funds in an account;
- Our decision to freeze an account, or to hold funds, or to refuse or delay a transaction;
- Our failure to perform any of our obligations due to any cause beyond our exclusive control; or
- Any other circumstances where we have disclaimed liability or responsibility under this Agreement or you have accepted a risk under this Agreement.

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 section apply to any act or omission by us, 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.

6. You will pay any losses we incur

You will pay us for any losses that may be incurred by us, including any claim brought by any person, that result directly or indirectly from this Agreement, the operation of your accounts, the provision of any services to you, our acting or failing to act on your instructions, or any circumstances where we have disclaimed liability or responsibility under this Agreement or you have accepted a risk under this Agreement, except to the extent that the losses result directly from our gross negligence, fraud or willful misconduct.

7. We may recover our costs and legal fees

You will pay us for any costs we incur to recover amounts that you owe us. These costs include legal fees on a solicitor and own client basis as well as reasonable counsel fees charged by our legal department.

8. We may set off your debts against your accounts

We may apply a positive (credit) balance in any of your accounts against any debt, obligation or liability you may owe to us. For joint accounts, we may also apply a positive (credit) balance in a joint account against any debt, obligation or liability that any joint account holder may owe to us, and we may apply a positive (credit) balance in any other account of a joint account holder against any debt, obligation or liability you may owe to us in relation to the joint account. We can set off these balances in any manner we consider necessary, and we are not required to give you notice before we do so.

All security held by us for any debt, obligation or liability, whether now or in the future, is also security for any debt, obligation or liability arising under this Agreement, from the operation of your accounts, or from use of our services. We may apply such security to such debt, obligation or liability, with or without notice.

9. How to serve documents on us, and how we may serve documents on you

Service on us of notices, demands or legal documents must be made at 2055 Albert Street, PO Box 3030, Regina, SK S4P 2T8.

We may serve you with any notice, demand or legal document in any way that we are permitted to send you notices under "How we communicate with you" in section H-2, and the notice, demand or legal document is deemed to have been served when we are entitled to consider that you have received it under that section.

10. Our records are binding on you

In the absence of evidence to the contrary, our records are conclusive and binding on you for all purposes, and will be admissible in any legal, administrative or other proceeding as if such records were original written documents. Our records will be conclusive proof of the information contained in such records, including information relating to transactions on your accounts, any instructions or notices given by you or by us, your use of any services, and the contents of any envelope mailed by you to us.

11. We may pay into court

If there is a dispute or any uncertainty about who is entitled to the money in an account, who is able to provide instructions on an account (including due to your alleged or actual incapacity or any marriage/common-law partnership breakdown), or who is legally entitled to apply for and accept payment on your death, we are entitled to either apply to court for directions or to pay the money in the account into court and be fully discharged. In either case, you will pay us any legal and other costs we incur.

12. You certify your information and must notify us if you change your address, residency, tax residency, or United States person status

You hereby certify that all information you provide to us is true and correct to the best of your knowledge, after due enquiry.

You *must* notify us immediately of any change to your mailing address. If you do not, your last known address will be your current address for any purpose under this Agreement. If we are unable to deliver any communication or any communication is returned, we may stop attempting to communicate with you until we receive accurate contact information.

You must notify us immediately of any change to your residency. If you are no longer a resident of Canada, we may close your accounts and, whether or not we close your accounts, you will immediately pay all amounts owing under this Agreement free and clear of all foreign taxes, holdbacks and all withholding taxes.

You must provide us with updated information within 30 days of any change to your tax residency information or United States person status. You declare that the tax residency information and United States person status you provided to us (including any tax identification number) are, to the best of your knowledge and belief, correct and complete. Failure to provide satisfactory self-certification of tax residency or United States person status may result in your account information being reported to the relevant tax authority and you may be subject to a penalty under the *Income Tax Act* (Canada).

13. Which laws govern this Agreement?

This Agreement is governed by the laws of the province of Saskatchewan and the laws of Canada applicable in Saskatchewan. The courts located in Saskatchewan will have non-exclusive jurisdiction in the event of any dispute relating to this Agreement.

14. You waive presentment, etc.

You waive presentment, protest, notice of protest and notice of dishonour on all Instruments.

15. Our name and trademarks

You will not make any public communication using our name or any of our trademarks, without our prior written consent.

16. How we interpret this Agreement

This Agreement should be read with all changes of number and gender that the context requires. The term "including" means "including, but not limited to". The term "gross negligence" means conduct (whether through action or inaction) which is a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in our position, or so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences. Headings are for convenience only and do not affect the interpretation of the rest of this Agreement. If any provision of this Agreement is determined to be invalid

or unenforceable, the remainder of this Agreement will continue in full force and effect. Only an authorized Concentra officer can waive a term of this Agreement, and the waiver must be in writing. A failure by us to exercise, or a delay by us in exercising, any of our rights under this Agreement is not a waiver of our rights. A waiver of any right will not prevent us from exercising that right in the future. If we waive a breach of any term of this Agreement, we are not waiving any breach of any other term or any future breach of that term.

17. Assignment of this Agreement

This Agreement is binding on us and our successors and assigns. We may assign your accounts, services, and this Agreement to any person without your consent. This Agreement is also binding on you, your successors, permitted assigns and attorneys, and on your heirs and personal representatives - including your executors and administrators. You must obtain our written consent to assign this Agreement and any account or service to another person.

I - GIC Specific Terms and Conditions

For each Non-Registered GIC you purchase from the Bank, the following specific terms and conditions apply.

The Principal Amount, either separately or jointly with monies received or to be received from you may, at the discretion of the Bank, be invested in, or loaned upon, such securities as are authorized by the Bank Act (Canada), including securities in which the Bank is authorized by that Act to invest or loan its own funds, and the Bank may take such securities in its own name or in bearer form and may vary such investments or loans from time to time. Upon repayment of the Principal Amount and interest guaranteed hereunder, securities held with respect thereto shall become the property of the Bank freed from the terms of the trust without formal assignment or release.

The Bank guarantees repayment of the Principal Amount in lawful money of Canada to you on the Maturity Date. Interest will be paid to you on the Principal Amount in accordance with the conditions outlined on the GIC Confirmation. GIC terms of one year or longer have interest calculated on the basis of 365/366 days and are compounded and/or paid annually. In consideration of this guarantee, interest or profits resulting from the investment or loaning of the Principal Amount, in excess of the Principal Amount and interest guaranteed hereunder, shall be retained by the Bank for its own use and benefit. The Bank shall communicate in advance the renewal of the matured amount as of the date of maturity. Any renewed principal and interest amounts are considered non-redeemable until maturity.

The GIC is non-redeemable prior to maturity excepting where it has been otherwise represented in writing by the Bank the GIC Confirmation. The GIC is transferable only with the specific written approval of the Bank. This GIC is assignable only with the specific written approval of Bank.

If the Bank has not received instructions from you on or before the Maturity Date, the Bank may renew the matured amount for a like term or for such other term as shall have been communicated in advance or such matured amount meets the Bank's deposit minimums, at the current rate of interest in effect at the date of maturity.

TERMS & CONDITIONS

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

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

1. DEFINITIONS AND INTERPRETATION – This Agreement is intended to be interpreted in accordance with its plain English meaning. Except where otherwise indicated, capitalized terms are used in accordance with the definitions set out in the Canadian Code of Practice for Consumer Debit Card Services. Any defined term used in this Agreement, defined in the singular, is deemed to include the plural and vice versa.

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

“**Account**” means any of Your accounts or subaccounts (if applicable) that You may have now or in the future, at the Financial Institution.

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

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

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

“**Central 1**” means Central 1 Credit Union.

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

“**Debit Card**” means a card issued by Us that allows the holder of the card to deposit cash and Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from Merchants or that can be used with Mobile Payment Services. A virtual Debit Card is the electronic equivalent of a Debit Card when used with Mobile Payment Services. All references to “Debit Card” in this Agreement include a virtual Debit Card registered for use with the Mobile Payment Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Mobile Payment Transaction**” means a Transaction made using Mobile Payment Services.

“**Notification**” means a written notice generated by or on behalf of the Financial Institution that provides to You, notice of a pending or completed Transaction or a

summary of the balance of the Account, including notices issued by email or SMS text messages to any of Your Contact Info.

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Remote Deposit Service**” means the remote deposit capture service provided by Us and Central 1, and accessed through Direct Services, that allows You, using an Access Terminal and any other means authorized by Us in Our sole discretion from time to time, to create, transmit, and receive to the benefit of the Financial Institution an Official Image for deposit to the Account.

“**Remote Instructions**” means instructions given to the Financial Institution with respect to the operation of the Account from a remote location, using a computer, a Mobile Device, fax, via the Financial Institution’s online banking system, email, text message transmission, or other remote communication acceptable to the Financial Institution to operate the Account or authorize Transactions and make arrangements with the Financial Institution.

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

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

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

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

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

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

“**WUC**” means Western Union Financial Services (Canada) Inc.

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

2. **PERSONAL INFORMATION** – You agree that the Financial Institution may collect, use, and disclose Your personal information to provide financial services and products to You, to verify or determine Your identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and the privacy policies of the Financial Institution. We may obtain, collect, use, and release confidential Depositor information as permitted or required by law or in a court proceeding or with Your consent or as necessary to process Transactions. If You subscribe for PFM Services, special terms and conditions will also apply, as more particularly set forth in the PFM Schedule for Consent and Disclosure for PFM Service (“**PFM Special Terms**”) attached to and forming part of this Agreement.
3. **USE OF SERVICES** – You may use The Services to access any permitted Account and to authorize such Transactions as may be permitted by Us from time to time, commencing upon the day these terms and conditions are accepted by You and Your request for The Services is approved by Us. You must not use The Services to authorize Transactions on an Account that otherwise requires more than 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 services offered.

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

4. **SERVICE CHARGES AND FEES** – You will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party through Your initiation of a

Transaction. You will pay the service charges that We establish from time to time for The Services, including, without limitation, service charges for providing records regarding You that We are legally required to provide. You acknowledge receipt of a schedule of Our charges for The Services in effect at the time of acceptance of this Agreement. We may, from time to time, increase or decrease the service charges for The Services and provide notice of such changes by sending a notice to Your Contact Info, by posting notice at Our premises or on the Financial Institution's website, by personal delivery, or by any other means We, acting reasonably, consider appropriate to bring the change to Your attention. Current service charges for The Services may be obtained by contacting Us or through the Financial Institution's website. You are responsible for determining the then current service charges for The Services You request, in advance of using The Services. By requesting The Services You acknowledge Your agreement to pay service charges for The Services as requested as then in effect. The Financial Institution can deduct service charges from Your Account (or other accounts belonging to You with Us) when the service is requested or performed. New or amended service charges and fees will become effective on the stated effective date following publication, when the service is requested or performed, or when incurred, and in any event, no later than 30 days after publication by Us.

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

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

- a) using the PAC to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by You in person or as otherwise contemplated or permitted by the Account Agreement;
- b) You will be bound by each such Transaction; and
- c) once the PAC has been used to authorize a Transaction, the Transaction cannot be revoked or countermanded.

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

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

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

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

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

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

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

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

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

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

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

Remote Instructions can be transmitted to the Financial Institution at the telephone or fax number or email address provided by Us, or at such other telephone or fax number or email address as We may advise You by notice in writing, or online through the Direct Services web portal. Any one person purporting to be the Depositor may act alone and provide Remote Instructions to the Financial Institution, even if 2 or more signatures are otherwise required to operate the Account. The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as You is in fact You, and can rely upon such, and We may act on the Remote Instructions provided by any such person as fully authorized by You, even if such were not. All Remote Instructions given to the Financial Institution in Your name will bind You. If the Depositor does not wish to permit Remote Instructions, then the Depositor should not subscribe to The Services.

9. **VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY US** – All Transactions are subject to verification and acceptance by Us and, if not accepted, or if accepted

but subsequently determined to be in error or otherwise improper or unauthorized, the Financial Institution may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date You authorized the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time the Financial Institution, acting reasonably, ever determines that a credit made to or traced to the Account was made in error or based upon a mistake of fact, or induced through or in any way tainted by fraud or unlawful conduct, We may place a hold on the credit and reverse the credit and any applicable interest.

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

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

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

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

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

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

- a) the actions of, or any failure to act by, You, or any Third Party (and no Third Party will be considered to be acting as an agent for Us unless expressly authorized to do so for that purpose);
- b) the inaccuracies in, or inadequacies of, any information furnished by You to Us, including, but not limited to any failed, duplicative, or erroneous transmission of Remote Instructions;
- c) the failure by Us to perform or fulfill any of Our obligations to You, due to any cause beyond Our control; or
- d) forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions or Instruments, or material alteration to an instruction, including Remote Instructions.

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

- a) of any suspected or actual misuse or unauthorized use of the PAC, PIW or PIN; or
- b) if the PAC, PIW or PIN becomes known to anyone other than You; or
- c) if You receive Notification of any Transaction affecting the Account that alerts You of Account activity that was not authorized by You.

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

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

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

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

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

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

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

- 14. RIGHTS FOR INNOCENT BREACH** – Subject to the provisions of this Agreement and the Account Agreement:
- if You did not reveal the PAC, PIW or PIN to any other person, other than authorized Financial Institution agents or officers when required by Us, or write it down or otherwise record it, and changed the PAC, PIW and when required by this Agreement, You will not be liable for any unauthorized use that occurs after We have received written notice from You that the PAC, PIW or PIN may have become known to someone other than You. We will not be considered to have received written notice until the Financial Institution gives You written acknowledgement of receipt of such notice; and
 - We will not otherwise be liable for any damages or other liabilities that You may incur by reason of the Financial Institution acting, or failing to act, on Remote Instructions given in Your name whether or not You actually gave the Remote Instructions. We will not be liable for any damages or other liabilities that You may incur by reason of the Financial Institution acting, or failing to act, on no statement requests made by You through Direct Services whether or not You actually gave the Remote Instructions.
- 15. DISPUTE RESOLUTION – PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS** – In the event of a problem with a Direct Services Transaction or an unauthorized Direct Services Transaction, You will report the issue immediately to the Financial Institution. We will investigate and respond to the issue in a timely way. We will not unreasonably restrict You from the use of the Account subject to dispute, as long as it is reasonably evident that You did not cause or contribute to the problem or unauthorized Transaction, have fully cooperated with the investigation, and have complied with this Agreement and the Account Agreement. We will respond to reports of a problem or unauthorized Transaction within 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 You have complied with this Agreement and on the balance of probabilities it is shown that You took all reasonable and required steps to:
- protect the confidentiality of the PAC, PIW and PIN as required by this Agreement and the Account Agreement;
 - use security safeguards to protect against and detect loss, theft, and unauthorized access as required by this Agreement and the Account Agreement; and
 - act immediately, upon receiving a Notification of, or becoming aware of, an unauthorized Transaction, to mitigate against further loss and report the issue to the Financial Institution.
- 16. ACCESS TERMINAL/MOBILE DEVICE SECURITY** – If The Services are made available through the Internet or a telephone service provider, You acknowledge that although the Financial Institution uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at Your risk. You acknowledge and shall ensure that any private Access Terminal used by You to access The Services is auto-locked by a password or biometric to prevent unauthorized use of that Access Terminal, has a current anti-contaminant program, and a firewall, and that it is Your personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. You further acknowledge that to reduce the risk of unauthorized access to the Account through the Access Terminal, You will sign out of The Services and, where applicable, close the browser or banking app when finished using it. You further acknowledge that using public or shared computers and certain other Access Terminals through an open WiFi or shared Bluetooth portal, to access The Services increases the risk of unauthorized access to the Account, and You will take all reasonable precautions to avoid such use or inadvertent disclosure of the PAC, PIW and PIN.
- 17. FRAUD PREVENTION AND DETECTION** – You agree to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions.
- You agree to diligently supervise and monitor the conduct and work of all agents having any role in the preparation of Your Instruments, Your reconciliation of the statement of account for the Account, or other banking functions.
- 18. LINKS** – If The Services are made available through the Internet, the Financial Institution's website may provide links to other websites, including those of Third Parties who may also provide services to You. You acknowledge that all those other websites and Third Party services are independent from the Financial Institution's and may be subject to separate agreements that govern their use. The Financial Institution and Central 1 have no liability for those other websites or their contents or the use of Third Party services. Links are provided for convenience only, and You assume all risk resulting from accessing or using such other websites or Third Party services.
- 19. THIRD PARTY SERVICES** – The Financial Institution and Central 1 may, from time to time, make services provided by Third Parties available through Direct Services or the Financial Institution's website. You acknowledge and agree that:
- the Financial Institution and Central 1 make the services of Third Parties available through Direct Services or Our website for Your convenience. The services are provided by the Third Party and not Us or Central 1. Your relationship with the Third Party shall be a separate relationship, independent of the relationship between You, Us and Central 1, and such a relationship is outside the control of the Financial Institution and Central 1;
 - We and Central 1 make no representation or warranty to You with respect to any services provided by a Third Party even though those services may be accessed by You through Direct Services or Our website;
 - You assume all risks associated with accessing or using the services of Third Parties;
 - We and Central 1 have no responsibility or liability to You in respect of services provided by a Third Party;
 - any dispute that relates to services provided by a Third Party is strictly between You and the Third Party, and You will raise no defence or claim against Us and Central 1; and
 - the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* may apply to the services provided by Third Parties and that the Third Parties may, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.
- 20. INDEMNITY** – You agree to indemnify and hold Us and our service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to Your use of The Services. Depositors must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:
- any of the Indemnified Parties making Direct Services available to You;
 - any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;

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

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

21. SERVICES ACKNOWLEDGEMENT – You acknowledge and agree that:

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

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

- a) You will be responsible to obtain (whether from Us or using The Services) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by no later than the end of the following calendar month (the “**Notification Date**”), notify Us of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in any Instrument or other items, or of any forgeries, fraudulent or unauthorized Transactions of any type, and any debits wrongly made to the Account;
- b) notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which You have notified Us in writing on or before the Notification Date), You agree that:
 - i) the amount of the balances shown on the last day of the calendar month is correct and binding on You subject to Our right to make reversals in accordance with this Agreement and the Account Agreement;
 - ii) all amounts charged to the Account are valid;
 - iii) You are not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month;
 - iv) You have verified the validity of any Instruments and instructions; and
 - v) the use of any service shown is correct. You acknowledge that:
 - vi) notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by Us and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back, made in error, or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly; and
 - vii) notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by Us. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.
- c) Despite subsection b) above, if You have authorized PADs to be issued against any of the Accounts, You acknowledge that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:
 - i) where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting; and
 - ii) where the purpose of the PAD was for payment of goods and services related to commercial activities of You, the time period for making such a claim is 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.

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

- a) bill payments made through Direct Services are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is authorized and the internal accounting processes of the bill payment recipient;
- b) it is Your responsibility to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;
- c) We and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment or a delay in the processing of bill payments;
- d) if You have made or received a bill payment in error, We may, but are not obliged to, assist You by initiating or processing a “**Bill Payment Error Correction Debit**”, as defined under the Rules, and if so initiated, You agree to indemnify Us for any direct loss, costs, or damages incurred, and will pay to Us any reasonable service charges or fees related to the provision of the service; and
- e) if We initiate or process a Bill Payment Error Correction Debit affecting Your Accounts or affairs, and if We did so without gross negligence or intent to cause loss or harm, We shall be held harmless for any and all loss, costs, or damages suffered or incurred by You, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

- 24. SERVICES AND THIRD PARTIES** – In respect of all The Services and any Third Party services made available by Us, You shall not:
- use the services for an illegal, fraudulent, or defamatory purpose; and
 - take steps, or cause, or permit anything to be done that could undermine the security or integrity of the services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of The Services or Third Party services).
- If You breach these provisions Your participation in The Services or any service provided by Us or a Third Party may be suspended or terminated.
- 25. EDP SERVICES** – If the Financial Institution through Direct Services makes EDP Services available and You use the EDP Services:
- You consent to epost™ preparing, using, and disclosing reports relative to the performance and operation of the EDP Services, including statistical or performance reports and other analysis, compilation, and information about the EDP Services or You, and reports that pertain to Your involvement in and use of the EDP Services. You further consent to epost™ disclosing to Central 1 Depositor-specific data that consists of the total number of Billers for which You have registered, without identifying those Billers apart from the Financial Institution and its affiliates, and without identifying detailed data of Your viewing activities;
 - You acknowledge that epost™ will not respond directly to You with respect to any inquiries, requests, questions, complaints, or other issues relating to the EDP Services in any way, other than to direct You to the Financial Institution or the Biller; and
 - You acknowledge that the consents contained in a) above are requirements of the EDP Services and that if such consents are withdrawn, Your participation in the EDP Services may be suspended or terminated and any or all documents may not be presented via the EDP Services.
- 26. TRANSFERS WITH EXTERNAL ACCOUNTS** – If the Financial Institution through The Services enables You to transfer funds between the Account and an External Account, then:
- You agree to inform Us in writing of the External Accounts You wish to link to the Account in a form acceptable to Us;
 - We reserve the right to refuse to accept the External Account;
 - 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;
 - You and the External Account holder must provide authorization to establish the link between the Account and the External Account;
 - You agree to not link the Account to an account that is not owned by You;
 - You acknowledge and agrees that We, at Our discretion, may limit the type of transfers that can be conducted between the Account and the External Account; specifically whether Transactions will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account;
 - 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;
 - We reserve the right to limit: the number of External Accounts that can be linked to the Account; the dollar amount of Transactions to or from the External Account; and the number of Transactions to or from the External Account;
 - We reserve the right to hold funds on the Transaction amount;
 - You consent to the disclosure to the financial institution that holds the External Account of any personal information provided to Us with respect to Transactions to or from the External Account. You also consent to the disclosure to Us of any personal information provided to the financial institution holding the External Account of any personal information provided to such financial institution with respect to Transactions to or from the External Account;
 - funds usually arrive in Your External Account or Account within 3 to 5 business days from the day the Transaction is authorized. We cannot guarantee the date of deposit to the Account or External Account. We and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in the processing of Transactions;
 - all deposits or withdrawals will be reversed if the Transaction cannot be delivered or if it is returned for any reason; and
 - You agree that for security or risk management purposes and at Our discretion, a nominal sum may be credited to the External Account once per year.
- 27. TRANSFERS WITH LINKED ACCOUNTS** – If the Financial Institution through Direct Services enables You to link multiple Accounts to a single user name to allow You to access the Accounts from a single user name, it will not constitute merging the Accounts. If the Accounts are linked through Direct Services, then:
- We reserve the right to refuse to accept any Account;
 - 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;
 - We reserve the right to limit: the number of Accounts that can be linked; the dollar amount of Transactions made to or from a linked Account; and the number of Transactions made to or from a linked Account;
 - the Financial Institution reserves the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by Us, during which time the Transaction or portion thereof will not be accessible to You;
 - You agree that the Financial Institution cannot guarantee the date of a Transaction to and from a linked Account. The Financial Institution and Central 1 will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of Transactions; and
 - all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.
- 28. EMT SERVICES** – If the Financial Institution through Direct Services makes EMT Services available and You use the EMT Services, You acknowledge and agree that:
- the EMT Services are only available in Canadian dollars;
 - 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 limits set by Us, Acxsys Corporation, or a Participating Financial Institution;
 - e) an EMT Notice advising the recipient of the Transaction will be generated approximately 30 minutes after You originate the Transaction;
 - f) as the sender, You will keep the EMT Answer confidential and will not disclose it or share it with anyone but the intended recipient;
 - g) the recipient must correctly provide the EMT Answer to claim or decline the Transaction;
 - h) We, the other Participating Financial Institution, and Acxsys Corporation or Acxsys Corporation's agents are entitled to pay the Transaction amount to anyone who, using the EMT Services, claims to be the recipient and successfully provides the EMT Answer;
 - i) We will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or obtaining the EMT Answer;
 - j) as the sender, 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 or decline the transfer;
 - l) the recipient may claim a Transaction using Our online banking services or another Participating Financial Institution or through the Acxsys Corporation payment service;
 - 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 3 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. 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 its provision to Us, the other Participating Financial Institution, and Acxsys Corporation;
 - p) if the recipient successfully claims the Transaction using the Acxsys Corporation payment service but provides incorrect account information, Acxsys Corporation or its agent may request correct account information from the recipient or may mail an Instrument to the recipient. 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 the EMT Contact Information;
 - s) as the sender, You may cancel a Transaction up to the time before the recipient successfully claims the Transaction. As the recipient, You acknowledge that a Transaction may be cancelled up to the time You successfully claim the Transaction;
 - t) all disputes will be handled directly between the sender and the recipient without the participation of the Financial Institution or any other party;
 - u) We may refuse to provide EMT Services for You; and
 - 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.
- 29. WESTERN UNION SERVICES** – If the Financial Institution through Direct Services makes Western Union Services available and the Depositor uses the Western Union Services, the Depositor acknowledges and agrees that:
- a) the Depositor must accept WUC's terms and conditions before authorizing a Transaction using the Western Union Services;
 - b) the Account will be debited or credited, as the case may be, as soon as the Depositor authorizes a Transaction;
 - c) the Financial Institution will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by the Financial Institution, WUC, Acxsys Corporation, or any member of the WUC agent network;
 - d) the Financial Institution may cancel a Transaction if it has reason to believe that a mistake has occurred or if it believes that the Transaction is a product of unlawful or fraudulent activity;
 - e) all disputes will be handled directly between the sender and the recipient, without the participation of the Financial Institution or any other party;
 - f) your joint Account holders, if any, may see the details of your Western Union Services Transactions;
 - g) the Financial Institution may refuse to provide Western Union Services for the Depositor; and
 - h) the Financial Institution will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction or for Transactions claimed by someone other than the intended recipient.
- 30. PERSONAL FINANCIAL MANAGEMENT** – If the Financial Institution, through Direct Services, makes the PFM Service available, You agree that the terms and conditions in this article 30, Personal Financial Management, govern Your use of the PFM Service and are binding upon You. If there is any conflict between these PFM Service terms and conditions and the terms and conditions in the rest of this Agreement, then these PFM Service terms and conditions will apply in respect of the PFM Service. In addition, if You subscribe for PFM Services, special terms and conditions will also apply, as more particularly set forth in the PFM Special Terms attached to and forming part of this Agreement. If there is any conflict between the PFM Special Terms and the terms and conditions in the rest of this Agreement or in respect of this article 30, Personal Financial Management, then the PFM Special Terms will apply for the PFM Service. Further:
- a) in connection with the PFM Service, You agree to provide true, accurate, current, and complete information about an asset and liability when required by Us. Further,

You agree to notify Us of any changes to such information within a reasonable period of time;

- b) You agree to inform Us, through Direct Services, of the External Account, asset, or liability they wish to link or add to the PFM Service, including the modification or removal of any linked or added External Account, asset, or liability;
- c) We and the PFM Service Provider each, individually, have the right, in their sole discretion, to refuse to link or add an External Account, asset, or liability to the PFM Service for any reason, including, but not limited to, inability, cost, or inconvenience of linking or adding the External Account to the PFM Service;
- d) We reserve the right to verify the External Account;
- e) You must provide authorization to add an asset or liability to the PFM Service;
- f) You agree to not link, or add, to the PFM Service an External Account, asset, or liability that is not owned by You;
- g) We reserve the right to limit the number of External Accounts, assets, and liabilities that can be linked or added to the PFM Service;
- h) You agree that the PFM Service may, from time to time, access the External Account to ensure that the personal financial information on file is current, and to update the personal information on file if it is not, using information retrieved from the External Account. Such access will be at the discretion of the PFM Service provider and will typically occur when You access The Services, but may be more or less frequent; and
- i) You acknowledge and agree that any information provided by You about an asset or liability that is not under an External Account or the Account, is provided at Your sole discretion. Further, You agree that it is Your sole responsibility to keep such information current.

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

- a) solely for the Remote Deposit Service, the Financial Institution appoints You as its agent, to act on Our behalf in the creation and transmission of an Official Image to Us, and any other related duties that may be required by Us, all in accordance with the Rules and applicable legislation governing Instruments. In this context, transmission to and receipt by Us of the Official Image will have the same effect as if the Instrument was delivered to a branch of the Financial Institution for negotiation and clearing. You acknowledge and agree that this role as agent cannot be further delegated by You. Further, You acknowledge and agree that You shall be personally responsible and liable for:
 - i) compliance with this Agreement,
 - ii) maintaining adequate security over any Access Terminal used, the location of use of the Access Terminal, and any passwords so as to prevent use by others or interception of data transmitted,
 - iii) ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill,
 - iv) maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images, and
- b) verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to Us of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service; We may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of the Financial Institution, subject to the Account Agreement and any of Our policies governing Instruments;
- c) the creation of an Official Image will be done using a method authorized by Us, in Our sole discretion, from time to time. Further, You agree to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of Your Account;
- d) nothing in this Agreement obliges Us to accept for deposit any item whether it is or purports to be an Official Image. You shall not purport to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by You from anyone other than the drawer of that item, or that is in any way altered. If You have any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then You shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to Us, and fully disclose all material facts known by You relating to that item and fully cooperate with any inquiry or investigation of the concerns;
- e) under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars or United States dollars, drawn on a financial institution domiciled in Canada or the United States, as and if applicable, in Our sole discretion, from time to time. You shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account. United States dollar Instruments shall only be deposited to a United States dollar Account. If You use the Remote Deposit Service with an Instrument that does not qualify for this Service, We, at our discretion, may refuse to negotiate that Instrument or seek to collect on the instrument on Your behalf, as though it was a qualifying Instrument but without any liability on Our part for any delay, inability to collect or any issue arising that inhibits or prevents Us from collecting funds on the Instrument;
- f) Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to You;
- g) any Transaction made on any day or at any time during which We are not open for business, may be credited to the Account on Our next business day;
- h) once an Official Image of an Eligible Bill has been transmitted to Us through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless You are requested to do so by Us in writing. Further, You agree to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, You agree to indemnify and hold Us and Our service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to Your use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and

consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;

- i) on transmission of an Official Image of an Eligible Bill to Us, You are responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill. (For example: This can be done by writing "void" or "paid" or placing a diagonal stroke across the face of the item with a pen, or brightly 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 or continue a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after an Official Image has been transmitted to Us through the Remote Deposit Service or such shorter period as stipulated by Us in writing, and provided that You have verified a credit to the Account that reconciles to the Official Image transmitted, You agree to immediately proceed with destruction of the original of the Eligible Bill. Destruction methods include shredding, pulping, burning, or any other means that ensures that the original Instrument cannot be reused;
 - j) You are responsible for any and all costs associated with obtaining a replacement Instrument in the event that We request that You re-transmit an Official Image in accordance with h) above, and the original Instrument was destroyed in accordance with i) above or otherwise lost;
 - k) In Our sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to You at Your Contact Info after You use the Remote Deposit Service to transmit an Official Image, including to advise You of the receipt by Us of an Official Image. To receive such electronic notices, You must provide Your Contact Info required by Us;
 - l) an electronic notice, if any, sent in connection with the Remote Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by Us or that the Account will be credited; and
 - m) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or if We require You to obtain another Instrument.
- 32. ONLINE PAYMENT** – If the Financial Institution, through The Services, makes the Online Payment Service available and You use the Online Payment Service, You acknowledge and agree that:
- a) the Online Payment Service is only available in Canadian dollars from Participating Merchants;
 - b) Transactions for the Online Payment Service must be initiated by You through the appropriate online payment option available on the website of a Participating Merchant;

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;
 - c) 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;
 - d) We will not be responsible or liable for any losses or damages incurred as a result of funds held and limits set by Us, Acxsys Corporation, a Participating Merchant, or a Participating Financial Institution;
 - e) the Financial Institution, the Participating Financial Institution, and Central 1 are entitled to pay the Transaction amount to anyone who claims to be the Participating Merchant and provides the payment authorization details within 30 minutes of the Transaction being authorized by You;
 - f) 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;
 - g) 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;
 - h) We, Central 1, or Acxsys Corporation 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;
 - i) 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;
 - j) all disputes, including requests for refunds, will be handled directly between You and the Participating Merchant without Our participation or any other party. A refund, if any, may be received through Direct Services and Central 1 for credit to the Account, or through such other method the Participating Merchant deems appropriate;
 - k) We may refuse, in Our sole discretion, to provide the Online Payment Service for You;
 - l) in Our sole discretion, electronic Notifications for purposes related to the Online Payment Service may be generated and sent to You at Your Contact Info after You authorize a Transaction, including to advise You that the Account has been debited. To receive an electronic Notification, You must provide Your Contact Info required by Us;
 - m) 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
 - n) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of using the Online Payment Services, including, but not limited to, a delay in processing a Transaction or a Participating Merchant failing to claim a Transaction.
- 33. VIEWING CHEQUE IMAGING** – The Financial Institution may, in connection with Direct Services, permit You to view and print images of Instruments drawn on the Account and such images may be made available before We have determined whether the Instrument will be honoured or accepted. You acknowledge and agree that

such images are made available by Us as a service to You and the provision of such images does not mean that the Transaction has been processed, nor does it in any way oblige Us to honour or accept the Instrument.

34. **VIEWING DOCUMENTS** – We may, in connection with Direct Services, permit You to view and print images of documents. You acknowledge and agree that such images are made available by Us as a service to You and the provision of such images does not in any way oblige Us to permit You to view and print images of documents.
35. **MOBILE PAYMENT SERVICES** – The Financial Institution may, in connection with Mobile Payment Services, permit You to perform electronic payments at a POS or ATM using a Mobile Device in conjunction with a Debit Card and PIN, or a virtual Debit Card and Passcode.
36. **NATURE AND PURPOSE OF THE DEBIT CARD** – You will use the Debit Card only for the purpose of obtaining services as agreed upon between You and Us. On thirty days' written notice, We may add or remove from the types of uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This Agreement, and the fact that You have the use of the Debit Card, does not give You any credit privileges or any entitlement to overdraw Your Account, except as may be provided by separate agreement with Us.
37. **WITHDRAWALS AND DEPOSITS** – Unless You have made other arrangements with Us, amounts credited to Your Account as a result of deposits using the Debit Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are paid. Withdrawals or transfers effected by the use of the Debit Card will be debited to Your Account at the time they are made. You will not deposit any coins or worthless, counterfeit or fraudulent items to Your Account, into any ATM, or using Your Mobile Device, and will pay to Us any damages, costs or losses suffered by Us as a result of any such deposit.
38. **LIABILITY – CONSEQUENCES OF BREACH OF DEBIT CARD SECURITY** – Once You have first used the Debit Card, or virtual Debit Card as part of the Mobile Payment Service, You will be liable for all authorized and unauthorized uses of the Debit Card by any person up to Your established daily withdrawal limit (including funds accessible through a line of credit or overdraft privilege), for each day through until the expiry or cancellation of the Debit Card. However, in the event of alteration of Your Account balance due to technical problems, card issuer errors and system malfunctions, You will be liable only to the extent of any benefit You have received, and will be entitled to recover from the Credit Union any direct losses You may have suffered. The Financial Institution will have the discretion to relieve You from liability for unauthorized use of Your Debit Card either through no fault of Your own or in a case where You have inadvertently contributed to the unauthorized use of Your Debit Card. You will co-operate in any investigation. We will not be liable to You for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a POS Transaction. You understand that You must not use Your Debit Card, for any unlawful purpose, including the purchase of goods and services prohibited by local law applicable in Your jurisdiction.
39. **LOST OR STOLEN DEBIT CARD – COMPROMISE OF PIN OR MOBILE DEVICE** – If You become aware that the Debit Card or Your Mobile Device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN or Passcode has been made accessible to another person, or if any other person's biometric gets stored on Your Mobile Device, You will notify Us or Our agent immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended or the PIN or Passcode changed. The instant such notice is actually received by Us or when We are satisfied that You became the victim of fraud, theft, or coercion by trickery, force or intimidation, Your liability for further use of the Debit Card or Mobile Payment Service will terminate, and You will be entitled to recover from Us any subsequent losses suffered by You through the use of the Debit Card or Mobile Payment Service.
40. **PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS** – In the event of a problem with a Debit Card Transaction, or unauthorized Debit Card Transaction, other than a matter related to goods or services provided by Merchants, You will report the issue promptly to Us and we will investigate and respond to the issue on a timely basis. We will not unreasonably restrict You from the use of any funds subject to dispute, provided that it is reasonably evident that You did not contribute to the problem or unauthorized Transaction. We will respond to Your report of a problem or unauthorized Transaction within 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 provided that on the balance of probabilities it is shown that You did not knowingly contribute to the problem or unauthorized Transaction and that You took reasonable steps to protect the confidentiality of Your PIN or Passcode. An extension of the 10 day limit may be necessary if We require You to provide a written statement or affidavit to aid its investigation.
41. **DISPUTE RESOLUTION** – If You are not satisfied with Our response, we will provide you, upon request, a written account of Our investigation and the reasons for Our findings. If You are still not satisfied, the issue will be referred to either a dispute resolution service or external mediator, as agreed between You and Us. Neither We nor You will have the right to start court action until 30 days have passed since the issue was first raised with Us. Any dispute related to goods or services supplied in a POS Transaction is strictly between You and the Merchant, and You will raise no defense or claim against Us.
42. **FEES** – You acknowledge having been advised of, and will pay, the applicable fees now in effect for services available under this Agreement. New or amended fees for Mobile Payment Services will only become effective 30 days after publication by Us.
43. **FOREIGN CURRENCY TRANSACTION** – If You provide Instructions to conduct a Transaction that is denominated in a currency other than the currency of Your Account, and We accept the Instructions or Transaction, a conversion of currency is required. When a conversion of currency is made We may act as principal with You in converting the currency at rates established or determined by Us, affiliated parties, or through parties with whom We contract for foreign exchange services. In addition to applicable Service Charges, We, Our affiliates and contractors may earn revenue, commissions, or fees on currency conversions. You agree that such revenue, commissions or fees may be included in and charged as part of the exchange rate charged to You. The cost of currency conversion may not be known to You or precisely determinable in advance or until the amount of the Transaction is charged to Your Account. If currency conversions on this basis are not acceptable to You, You agree that You will not transact in foreign currency on Your Account, including withdrawing foreign currency from ATMs, POS Transactions in foreign currency, by use of Direct Services or Mobile Payment Services or delivering any Instrument or processing any Transaction to Us for deposit in a currency other than the currency of Your Account. We agree to convert currency at commercially reasonable rates, including revenue, commissions, and fees charged in respect of the conversion.

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

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

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

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

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

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

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

44. **TERMINATION OF AGREEMENT** – The Financial Institution remains the owner of the Debit Card and may restrict the use of the Debit Card, or may terminate this Agreement and Your right to use the Debit Card, at any time without notice. You will return the Debit Card to Us or disable the Mobile Payment Service on Your Mobile Device upon request.
45. **CARDHOLDER PRIVACY** – You acknowledge that We have policies to protect Your privacy and that You may obtain particulars upon request. You hereby consent to the collection and use of Your personal information by Us and Our affiliates to monitor use of financial services, in order to detect fraud, develop needed products and services, and offer members needed services. However, if You have given or hereafter give express consent to the collection, use and further disclosure of Your Personal Information by the Financial Institution in form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. You may withdraw Your consent at any time by contacting the Financial Institution's Privacy Officer.
46. **CODE OF PRACTICE** – You understand that the Financial Institution has endorsed the voluntary Canadian Code of Practice for Consumer Debit Card Services, a copy of which is available from Us on request or at www.fcac-acfc.gc.ca and We will be guided by the principles of the Code in administering the operation of Debit Card Services.
47. **ELIGIBILITY REQUIREMENTS** – In order to use the Mobile Payment Service, You must: (a) be an Authorized User on an Account in good standing with Us; (b) have a Mobile Device; and (c) meet any other requirements for the access and use of the Mobile Payment Service that are specified by Us.
48. **SOLD OR DISPOSED MOBILE DEVICE** – If You intend to sell, give away or dispose of Your Mobile Device, You must first delete the Financial Institution's Mobile Payment/Mobile Banking application from Your Mobile Device.
49. **TERMINATION OR SUSPENSION OF MOBILE PAYMENT SERVICE** – You may terminate Your use of the Mobile Payment Service at any time by contacting Us. The Financial Institution may terminate or suspend Your use of the Mobile Payment Service for any reason at any time without notifying You in advance.
50. **MOBILE DEVICE SECURITY** – You are prohibited from using the Mobile Payment Service on a Mobile Device that You know or suspect has had its security or integrity compromised (e.g., where the Mobile Device has been "rooted" or had its security mechanisms bypassed). You will be solely liable for any losses, damages and expenses incurred as a result of Your use of the Mobile Payment Service on a compromised Mobile Device. You further acknowledge that You will properly maintain the security of Your Mobile Device used in conjunction with the Mobile Payment Service by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs. You will not allow other persons to store their biometrics on Your Mobile Device. If You lose Your Mobile Device, You will act promptly to prevent unauthorized use.
51. **WARRANTIES AND LIABILITIES** – You acknowledge and agree that: (a) We do not warrant the operability or functionality of the Mobile Payment Service or that it will be available to complete a Transaction; (b) We do not warrant that any particular merchant will offer the payment method accessed through the Mobile Payment Service; and (c) We do not guarantee the availability or operability of any wireless networks or of any Mobile Device. You understand that You should keep Your physical Debit Card with You to use in the event the Mobile Payment Service is unavailable for whatever reason. Furthermore, You explicitly exclude Us, all partners and associated service providers from all liability whatsoever in relation to the Mobile Payments Service, and by extension their respective directors, officers and employees, including, without limitation, any liability in relation to the sale, distribution, use or the performance or non-performance of the Mobile Payments Service. You acknowledge and confirm ownership of the respective intellectual property rights by the Financial Institution, its partners and associated service providers.
52. **LOCATION-BASED SERVICES (ONLY APPLICABLE IF MOBILE APP IS USED IN CONJUNCTION WITH LOCATION-BASED SERVICES)** – You acknowledge that the Mobile Payment Service may be used in conjunction with location based services, and agree that We may collect, transmit, process, display, disclose, maintain or use location based data.
53. **USER LICENSING TERMS** – You agree that You will not copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Service or any part of the Service. You will not license, sublicense, market or distribute the Mobile Payment Service, or provide any copies to a Third Party. You will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Service, and You will not use any part of the Mobile Payment Service to gain access to interconnecting software applications to do the same.
54. **JURISDICTION** – You acknowledge that this Agreement is subject to the laws and jurisdictions as defined by Us, irrespective of where You downloaded or enabled the Mobile Payments Service. You understand that We may monitor and enforce compliance with these terms.
55. **RECEIPT OF COPY OF AGREEMENT** – You acknowledge the receipt of a true copy of this Agreement or a previous version signed by You upon initiation of the PIN based Debit Card service or Mobile Payment Service and that this Agreement does not require signature by Us. You acknowledge that this Agreement may be amended

unilaterally by Us upon thirty (30) days' notice being published on the Financial Institution's Website or on Our banking app or by posting notice of the changes to this Agreement in branch and until this Agreement is terminated, the use or continued use of the Debit Card or Mobile Payment Service by You shall be conclusively deemed to be the acceptance by You of any amendments to this Agreement. You also agree to keep this copy of this Agreement for Your own records. You understand You may obtain from any branch of the Financial Institution a copy of any changes to this Agreement or the revised agreement.

56. **MODIFICATION OF AGREEMENT** – The Financial Institution may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to Your future use of The Services from time to time, for any reason, without any liability to You or any other person. The Financial Institution may provide notice of a change to this Agreement by mailing notice to Your last known address, by posting notice at the Financial Institution's premises, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the modification to Your attention. You are responsible for regularly reviewing the terms and conditions of this Agreement. If You use these Services after the effective date of an amendment to this Agreement, it will mean that You agree to the amendment and adopt and are bound by the newer version of this Agreement. You must not change, supplement, or amend this Agreement by any means.
57. **OTHER AGREEMENTS – SCOPE OF AGREEMENT** – This Agreement supplements any prior agreement governing the use of the Debit Card and the PIN or virtual Debit Card and Passcode, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility or the operation of any Account. This Agreement applies to any Account specified herein, as well, to any other account designated by You from time to time for use in connection with the Debit Card or Mobile Payment Service.

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

58. **NOTICES** – Any notice required or permitted to be given to the Financial Institution in connection with this Agreement must be in writing and must be addressed and delivered to the Financial Institution at the address or fax number set forth on the Account Agreement. Any notice required or permitted to be given to You in connection with this Agreement may be given to You by delivering a written notice to Your Contact Info, or, except as to confidential financial information specific to You, by posting notice at the Financial Institution's premises or on the Financial Institution's website, or banking app or by any other means We, acting reasonably, consider appropriate to bring the notice to Your attention. You are deemed to have received any notice sent by Us to Your Contact Info on the earlier of the time and date that You actually receive the notice or 24 hours after We send it, if sent by email, SMS Text or facsimile and 5 days if sent by mail. Notices published on Our Website are deemed published on the day when first published.
59. **TERMINATION** – This Agreement may be terminated by either the Financial Institution or You on not less than 1 business day's prior written notice. Any notice of termination shall not release You from any obligations incurred under this Agreement.
60. **ELECTRONIC EXECUTION** – This Agreement may be executed electronically. Use of The Services shall be deemed to be acceptance of these terms and conditions as of the date of first use, or in the case of a modification of this Agreement, acceptance of the modified terms and conditions.
61. **APPLICABLE LAW** – This Agreement is governed by the laws of the province of the Account, or if more than 1 Account, then the jurisdiction of incorporation of the Financial Institution and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.
62. **ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of the Financial Institution and You and Your heirs, executors, successors, and assigns.
63. **PROCEEDS OF CRIME LEGISLATION** – You acknowledge that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* apply to the operation of the Account and that We will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. You agree to abide by and comply with all such laws and procedures.
64. **SEVERABILITY** – This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then:
- 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
 - such invalidity or unenforceability will not affect any other provision of this Agreement.
65. **NO WAIVER** – No waiver by Us of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. We may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by Us.
66. **CHOICE OF LANGUAGE** – It is the express wish of the parties that this Agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.