



Account Access Services Agreement Personal Accounts

Customer Information

Regional Office: _____

Customer Number: _____

Customer Name: _____

Customer Authorization

I hereby acknowledge having read the terms and conditions of the Account Access Services Agreement and agree to be bound by such terms and conditions. I acknowledge that I have received a copy of the Account Access Services Agreement.

Signature: _____

Date: _____

For Peace Hills Trust Use Only

Prepared By (Print Name): _____

Signature: _____

Date: _____

Access Code Setup (Initial): _____

Customer provided with Agreement & Service Information (Initial): _____

This Agreement (the "Agreement") outlines the terms and conditions governing the Customer's use of Account Access Services (defined below). The Company does not offer Account Access Services other than in accordance with these terms and conditions. By requesting and using Account Access Services the Customer acknowledges their acceptance of these terms and conditions.

In consideration of the Company providing access to any of Your Accounts using Account Access 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 Company.

"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.

"Customer" or **"You"** or **"Your"** means the customer of the Company who holds the Account with the Company authorized by Us for Account Access Services.

"Account Access Services" means the services offered by Us from time to time that let You access the Account using an Access Terminal. However, Account Access 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 Account Access 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 Company domiciled in Canada, as and if applicable. For the purposes of this Agreement, third party Instruments that were either delivered to You with the payee in blank or endorsed over to You and post-dated Instruments shall not qualify as Eligible Bills. Further, any Instrument that has been in any way transferred to You from anyone other than the drawer, endorsed over to You, or altered after being drawn shall not qualify as an Eligible Bill.

"External Account" means an account held at another Canadian Company; 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.

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

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

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

"Interac e-Transfer Contact Information" means the electronic contact information, including without limitation an account number, payment

identifier, email address or telephone number, used in sending and receiving of a money transfer using *Interac* e-Transfer Services.

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

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

"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 Account Access Services.

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

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

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

"PAD" means a Preauthorized Debit.

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

"PIW" means the personal identification word used in connection with Remote Instructions.

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

"Remote Deposit Service" means the remote deposit capture service provided by Us and Central 1, and accessed through Account Access 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 Company an Official Image for deposit to the Account.

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

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

"The Services" means, when used in this Agreement, Account Access Services.

"Third Party" means any person, firm, corporation, association, organization, or entity other than the Company 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 Account Access Services to or from WUC and the WUC agent network.

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

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

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

2. PERSONAL INFORMATION – You agree that the Company 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 Company. 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.

3. USE OF SERVICES – You may use The Services to access any permitted Account and to authorize such Transactions as may be permitted by Us from time to time, commencing upon the day these terms and conditions are accepted by You and Your request for The Services is approved by Us. You must not use The Services to authorize Transactions on an Account that otherwise requires more than one authorization (i.e., with multiple signature requirements) unless prior authorization is received in writing and with Our approval. We may, from time to time, add to or delete from the types of use permitted and services offered.

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

4. SERVICE CHARGES AND FEES – You will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party through Your initiation of a Transaction. You will pay the service charges that We establish from time to time for The Services, including, without limitation, service charges for providing records regarding You that We are legally required to provide. You acknowledge receipt of a schedule of Our charges for The Services in effect at the time of acceptance of this Agreement. We may, from time to time, increase or decrease the service charges for The Services and provide notice of such changes by sending a notice to Your Contact Info, by posting notice at Our premises or on the Company'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 Company'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 Company 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 60 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 Company, Central 1, and Third Parties and that there is no guarantee or obligation to provide continuous or uninterrupted service. The Company 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 Company 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 Company 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:

- 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;
- You will be bound by each such Transaction; and
- 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 Company, which may be amended from time to time without notice.

7. CONFIDENTIALITY – We can assign or require You to select and use a PAC and PIW in connection with this Agreement. You agree to keep the PAC, and PIW confidential and will only reveal them to authorized Company agents or officers when required by Us. You agree not to record the PAC or PIW in any format or medium. You can change the PAC or PIW at any time. You agree to change the PAC or PIW if and when required by Us. You acknowledge that the PAC and PIW 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 and PIW 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 Company. You agree not to respond to such unsolicited communications and will only initiate communications with the Company either through our banking website or banking app or through Our published contact information as shown on the Company's website.

8. REMOTE INSTRUCTIONS – You may provide Remote Instructions to any branch of the Company as permitted by Us, online through the Account Access 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 Company 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 Company 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 Company capable of acting upon and implementing the Remote Instruction.

Remote Instructions can be transmitted to the Company 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 Account Access Services web portal. Any one person purporting to be the Depositor may act alone and provide Remote Instructions to the Company, even if two or more signatures are otherwise required to operate the Account. The Company, 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 Company 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 Company 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 Company, 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. COMPANY 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 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 Account Access Services 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 Company 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 Company'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 Company'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 Company makes an error or omission in recording or processing any Transaction, the Company 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 Company'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 COMPANY 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 willful misconduct of the Company, 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:

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

- of any suspected or actual misuse or unauthorized use of the PAC, or PIW; or
- if the PAC or PIW becomes known to anyone other than You; or
- 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 or PIW if either of the notification requirements above in a) or b) arises.

You acknowledge that You are responsible for all use made of the PAC, and PIW 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 or PIW 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 Company, Your suspicion and the facts upon which Your suspicion is based (“**Suspicious Circumstances**”).

The Company 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 Company 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 Company'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 or PIW to any other person, other than authorized Company 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 or PIW may have become known to someone other than You. We will not be considered to have received written notice until the Company 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 Company 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 Company acting, or failing to act, on no statement requests made by You through Account Access 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 Account Access Services Transaction or an unauthorized Account Access Services Transaction, You will report the issue immediately to the Company. We will investigate and respond to the issue in a timely way. We will not unreasonably restrict You from the use of the Account subject to dispute, as long as it is reasonably evident that You did not cause or contribute to the problem or unauthorized Transaction, have fully cooperated with the investigation, and have complied with this Agreement and the Account Agreement. We will respond to reports of a problem or unauthorized Transaction within ten business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by You. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that You have complied with this Agreement and on the balance of probabilities it is shown that You took all reasonable and required steps to:

- protect the confidentiality of the PAC and PIW 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 Company.

- 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 Company 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 and PIW.

- 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 Company'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 Company's and may be subject to separate agreements that govern their use. The Company 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 Company and Central 1 may, from time to time, make services provided by Third Parties available through Account Access Services or the Company's website. You acknowledge and agree that:

- a) the Company and Central 1 make the services of Third Parties available through Account Access 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 Company and Central 1;
- b) We and Central 1 make no representation or warranty to You with respect to any services provided by a Third Party even though those services may be accessed by You through Account Access Services or Our website;
- c) You assume all risks associated with accessing or using the services of Third Parties;
- d) We and Central 1 have no responsibility or liability to You in respect of services provided by a Third Party;
- e) any dispute that relates to services provided by a Third Party is strictly between You and the Third Party, and You will raise no defence or claim against Us and Central 1; and
- f) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* may apply to the services provided by Third Parties and that the Third Parties may, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.

20. INDEMNITY – You agree to indemnify and hold Us and our service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to Your use of The Services. Depositors must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:

- a) any of the Indemnified Parties making Account Access Services available to You;
- b) any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;
- c) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by You through Account Access 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 Account Access 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 or PIW may be able to access The Services and may use the PAC or PIW to transfer money out of an Account, set up bill payment arrangements, make bill payments, and authorize any other Transaction;
- c) We will not be liable in any way to You or any other person for processing or accepting on the Account any Transaction that results in the transfer of money out of the Account or in the payment of bills, even if the money is used for the benefit of a person other than You, or if bills owed by a person other than You are paid;
- d) You will be liable for all Transactions conducted using The Services, including Transactions that benefit a person other than You or that result in the payment of bills owed by a person other than You; and
- e) a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.

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

- a) You will be responsible to obtain (whether from Us or using The Services) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by no later than the end of the following calendar month (the "Notification Date"), notify Us of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in any Instrument or other items, or of any forgeries, fraudulent or unauthorized Transactions of any type, and any debits wrongly made to the Account;
- b) notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which You have notified Us in writing on or before the Notification Date), You agree that:
 - i) the amount of the balances shown on the last day of the calendar month is correct and binding on You subject to Our right to make reversals in accordance with this Agreement and the Account Agreement;
 - ii) all amounts charged to the Account are valid;
 - iii) You are not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month;
 - iv) You have verified the validity of any Instruments and instructions; and
 - v) the use of any service shown is correct.

You acknowledge that:

- vi) notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by Us and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back, made in error, or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly; and
 - vii) notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by Us. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.
- c) despite subsection b) above, if You have authorized PADs to be issued against any of the Accounts, You acknowledge that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:
- i) where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting; and
 - ii) where the purpose of the PAD was for payment of goods and services related to commercial activities of You, the time period for making such a claim is ten business days from the date of debiting.

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

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

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

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

- a) use the services for an illegal, fraudulent, or defamatory purpose; and
- b) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of The Services or Third Party services).

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

25. EDP SERVICES – If the Company through Account Access Services makes EDP Services available and You use the EDP Services:

- a) You consent to epost™ preparing, using, and disclosing reports relative to the performance and operation of the EDP Services, including statistical or performance reports and other analysis, compilation, and information about the EDP Services or You, and reports that pertain to Your involvement in and use of the EDP Services. You further consent to epost™ disclosing to Central 1 Depositor-specific data that consists of the total number of Billers for which You have registered, without identifying those Billers apart from the Company and its affiliates, and without identifying detailed data of Your viewing activities;
- b) You acknowledge that epost™ will not respond directly to You with respect to any inquiries, requests, questions, complaints, or other issues relating to the EDP Services in any way, other than to direct You to the Company or the Biller; and
- c) You acknowledge that the consents contained in a) above are requirements of the EDP Services and that if such consents are withdrawn, Your participation in the EDP Services may be suspended or terminated and any or all documents may not be presented via the EDP Services.

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

- a) You agree to inform Us in writing of the External Accounts You wish to link to the Account in a form acceptable to Us;
- b) We reserve the right to refuse to accept the External Account;
- c) You agree to provide Us with the financial institution number, branch address or number, and the account number of the External Account You wish to link to the Account. We reserve the right to verify the External Account;
- d) You and the External Account holder must provide authorization to establish the link between the Account and the External Account;
- e) You agree to not link the Account to an account that is not owned by You;
- f) You acknowledge and agrees that We, at Our discretion, may limit the type of transfers that can be conducted between the Account and the External Account; specifically whether Transactions will be in the

form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account;

- g) You may only link an Account denominated in Canadian dollars to an External Account denominated in Canadian dollars, or an Account denominated in US dollars to an External Account denominated in US dollars, and only if the External Account is with a financial institution domiciled in Canada;
- h) We reserve the right to limit: the number of External Accounts that can be linked to the Account; the dollar amount of Transactions to or from the External Account; and the number of Transactions to or from the External Account;
- i) We reserve the right to hold funds on the Transaction amount;
- j) You consent to the disclosure to the financial institution that holds the External Account of any personal information provided to Us with respect to Transactions to or from the External Account. You also consent to the disclosure to Us of any personal information provided to the financial institution holding the External Account of any personal information provided to such financial institution with respect to Transactions to or from the External Account;
- k) funds usually arrive in Your External Account or Account within 3 to 5 business days from the day the Transaction is authorized. We cannot guarantee the date of deposit to the Account or External Account. We and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in the processing of Transactions;
- l) all deposits or withdrawals will be reversed if the Transaction cannot be delivered or if it is returned for any reason; and
- m) You agree that for security or risk management purposes and at Our discretion, a nominal sum may be credited to the External Account once per year.

27. TRANSFERS WITH LINKED ACCOUNTS – If the Financial Institution through Account Access 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 Account Access Services, then:

- a) We reserve the right to refuse to accept any Account;
- b) You agree that We, at Our discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;
- c) We reserve the right to limit: the number of Accounts that can be linked; the dollar amount of Transactions made to or from a linked Account; and the number of Transactions made to or from a linked Account;
- d) the Company 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;
- e) You agree that the Company cannot guarantee the date of a Transaction to and from a linked Account. The Company 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
- f) all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.

28. INTERAC E-TRANSFER® SERVICES – If the Company through Account Access Services makes Interac e-Transfer Services available and You use the Interac e-Transfer Services, You acknowledge and agree that:

- a) the Interac e-Transfer Services are only available in Canadian dollars;
- b) the Account will be debited as soon as You initiate a Transaction, and We may hold the Transaction amount until the recipient successfully claims the Transaction or the Transaction is cancelled. We have no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, We are deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the Transaction or the Transaction is cancelled;
- c) Transactions sent and received through the Interac e-Transfer Services are subject to number and dollar limits that may change from time to time without prior notice to You;
- d) We will not be responsible or liable for any losses or damages incurred as a result of funds held and limits set by Us, Interac Corp., or a Participating Financial Institution;

- e) an *Interac* e-Transfer Notice advising the recipient of the Transaction may be generated within approximately 30 minutes after You originate the Transaction;
- f) as the sender, You will keep the *Interac* e-Transfer Answer confidential and will not disclose it or share it with anyone but the intended recipient; You will select an *Interac* e-Transfer Answer that is known only to the recipient and that cannot be easily determined via social media or other means; You will not disclose the *Interac* e-Transfer Answer in the applicable security question, hint or Transaction details; and You will not provide the recipient the *Interac* e-Transfer Answer via the email or phone number that was used to send the *Interac* e-Transfer Notice;
- g) if applicable, the recipient must correctly provide the *Interac* e-Transfer Answer to claim the Transaction;
- h) We, the other Participating Financial Institution, and Interac Corp. or Interac Corp.'s agents are entitled to pay the Transaction amount to anyone who, using the *Interac* e-Transfer Services, claims to be the recipient and successfully provides the *Interac* e-Transfer Answer;
- i) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever incurred as a result of a Third Party, other than the intended recipient to the Transaction, guessing or obtaining the *Interac* e-Transfer Answer through any means other than in the event of a Wrongful Activity, however notwithstanding the foregoing, in the event of an intercepted transaction from Your account where the funds did not reach the intended recipient, We may provide reimbursement to you provided that You did not participate in the Wrongful Activity, you fully cooperate in the investigation of such event, and that You have satisfied and remain in compliance with all of the applicable terms and conditions in this Agreement;
- j) as the recipient, You will not disclose the *Interac* e-Transfer Answer except as required to claim the transfer;
- k) the recipient may claim a Transaction using Our online banking services or another Participating Financial Institution; Transactions sent via account number, payment identifier, Autodeposit or Request Money may be automatically deposited into the account of the recipient/ requestor;
- l) if the recipient declines a Transaction that You initiated, the Transaction will be returned to You;
- m) while the *Interac* e-Transfer Notice is usually delivered to the recipient within 30 minutes, We do not guarantee the time of deposit;
- n) as the sender, the Transaction will be returned to You if the recipient does not claim the Transaction within 30 days of the date the transfer is initiated, if the Transaction cannot be successfully sent to the recipient's *Interac* e-Transfer Contact Information as provided by You, or if the recipient declines the Transaction;
- o) as the sender, You are responsible for providing the recipient's correct *Interac* e-Transfer Contact Information and further agree that the recipient has consented to Your use of the *Interac* e-Transfer Contact Information for *Interac* e-Transfer Services purposes, including its provision to Us, the other Participating Financial Institution, and Interac Corp.;
- p) We may cancel a Transaction if We have reason to believe that a mistake has occurred or if We believe that the Transaction is a product of unlawful or fraudulent activity;
- q) You are responsible for providing valid *Interac* e-Transfer Contact Information and will immediately update it via Account Access Services if there are any changes to the *Interac* e-Transfer Contact Information;
- r) as the sender, You may cancel a Transaction up to the time before the recipient successfully claims the Transaction. As the recipient, You acknowledge that a Transaction may be cancelled up to the time You successfully claim the Transaction;
- s) all disputes will be handled directly between the sender and the recipient without the participation of the Company or any other party;
- t) We may refuse to provide *Interac* e-Transfer Services for You;
- u) We will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction;
- v) You are responsible for charges, if any, or data rates that your applicable service provider may apply for transmitting and receiving data (including but not limited to data roaming charges);
- w) As the recipient, if you have activated the Autodeposit feature for the email address used by the sender to send You funds, or by other means that may become available, such as mobile number, then the money You receive via *Interac* e-Transfer Services is automatically deposited into your account and you will not have to provide the *Interac* e-Transfer Answer, notwithstanding that the Autodeposit feature is subject to support by the sender's respective financial institution;
- x) If You are the requestor of funds through *Interac* e-Transfer Services, You must provide the email address or mobile number of the recipient of Your request, You further agree that the recipient of such request has consented to Your use of the *Interac* e-Transfer Contact Information for *Interac* e-Transfer Services purposes, including its provision to Us, the other Participating Financial Institution, and Interac Corp.; and You must provide the eligible account You want Us to use to deposit the money You receive, if Your recipient accepts Your request; and
- y) You agree that it is Your responsibility, as sender, to provide complete and accurate information about the recipient and, as the recipient to any request for transfer, to respond only to requests that You are expecting and have consented, to such requestor of funds, to receiving.
- 29. WESTERN UNION SERVICES** – If the Company through Account Access 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 Company will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by the Company, WUC, Interac Corp., or any member of the WUC agent network;
- d) the Company 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 Company or any other party;
- f) your joint Account holders, if any, may see the details of your Western Union Services Transactions;
- g) the Company may refuse to provide Western Union Services for the Depositor; and
- h) the Company 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. REMOTE DEPOSITS** – If the Company, through Account Access 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 Company 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 Company for negotiation and clearing. You acknowledge and agree that this role as agent cannot be further delegated by You. Further, You acknowledge and agree that You shall be personally responsible and liable for:
- i) compliance with this Agreement,
- ii) maintaining adequate security over any Access Terminal used, the location of use of the Access Terminal, and any passwords so as to prevent use by others or interception of data transmitted,
- iii) ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill,
- iv) maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images, and
- v) verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to Us of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service;
- b) We may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an

original of an Instrument received at a branch of the Company, subject to the Account Agreement and any of Our policies governing Instruments;

- c) the creation of an Official Image will be done using a method authorized by Us, in Our sole discretion, from time to time. Further, You agree to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of Your Account;
- d) nothing in this Agreement obliges Us to accept for deposit any item whether it is or purports to be an Official Image. You shall not purport to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by You from anyone other than the drawer of that item, or that is in any way altered. If You have any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then You shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to Us, and fully disclose all material facts known by You relating to that item and fully cooperate with any inquiry or investigation of the concerns;
- e) under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars or United States dollars, drawn on a financial institution domiciled in Canada or the United States, as and if applicable, in Our sole discretion, from time to time. You shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account. United States dollar Instruments shall only be deposited to a United States dollar Account. If You use the Remote Deposit Service with an Instrument that does not qualify for this Service, We, at our discretion, may refuse to negotiate that Instrument or seek to collect on the instrument on Your behalf, as though it was a qualifying Instrument but without any liability on Our part for any delay, inability to collect or any issue arising that inhibits or prevents Us from collecting funds on the Instrument;
- f) Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to You;
- g) any Transaction made on any day or at any time during which We are not open for business may be credited to the Account on Our next business day;
- h) once an Official Image of an Eligible Bill has been transmitted to Us through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless You are requested to do so by Us in writing. Further, You agree to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, You agree to indemnify and hold Us and Our service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to Your use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, You will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;
- i) on transmission of an Official Image of an Eligible Bill to Us, You are responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible

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

- j) You are responsible for any and all costs associated with obtaining a replacement Instrument in the event that We request that You retransmit 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.
31. **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 sixty (60) 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.
32. **SOLD OR DISPOSED MOBILE DEVICE** – If You intend to sell, give away or dispose of Your Mobile Device, You must first delete the Company's Mobile Banking application from Your Mobile Device.
33. **MODIFICATION OF AGREEMENT** – The Company 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 Company may provide notice of a change to this Agreement by mailing notice to Your last known address, by posting notice at the Company's premises, by personal delivery, or by any other means the Company, 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.
34. **OTHER AGREEMENTS – SCOPE OF AGREEMENT** – This Agreement 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 Services.

In addition to this Agreement, the terms and conditions of the Account Agreement between You and the Company 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 Company 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 Company 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.

35. **NOTICES** – Any notice required or permitted to be given to the Company in connection with this Agreement must be in writing and must be addressed and delivered to the Company 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 Company's premises or on the Company'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.
36. **TERMINATION** – This Agreement may be terminated by either the Company 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.
37. **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.
38. **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 Company 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.
39. **ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of the Company and You and Your heirs, executors, successors, and assigns.
40. **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.
41. **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:
- n) 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
 - o) such invalidity or unenforceability will not affect any other provision of this Agreement.
42. **NO WAIVER** – No waiver by Us of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. We may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by Us.
43. **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.