



## ELECTRONIC SERVICES AGREEMENT

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**The Agreement contains the terms that apply to your access and use of our electronic services including Online Banking, Mobile Banking and Telephone Banking. Please carefully read this entire Agreement before you use the Services. Each time you access or use the Services, you confirm your acceptance of the terms and conditions contained in this Agreement.**

This Agreement consists of the following Parts:

- Part 1        [General Terms and Conditions](#)
- Part 2        [Electronic Transfer Services \(INTERAC® e-Transfer\) - Terms and Conditions](#)
- Part 3        [Electronic Mail Services \(epost™\) - Terms and Conditions](#)
- Part 4        [Mobile Remote Deposit Services \(Deposit Anywhere™\) –Terms and Conditions](#)
- Part 5        [Personal Financial Management Services \(PFM\) – Terms and Conditions](#)
- Part 6        [Transfers with Linked Accounts and Transfers with External Accounts – Terms and Conditions](#)
- Part 7        [Online Payment Services – Terms and Conditions](#)
- Part 8        [Small Business Services – Terms and Conditions](#)
- Part 9        [Alerts Services – Terms and Conditions](#)

This Agreement (as amended from time to time) applies when you access or use the Services regardless of the technology that you use to access the Services. This Agreement replaces all prior agreements between you and us for the Services however it does not replace any other agreements that you have with us. For example, the Terms and Conditions for Financial Services will continue to govern your use of Accounts and Transactions.

If there is a conflict between a term in this Agreement and any other agreement that you have with us, the term of the other agreement, as applicable, will apply to the extent necessary to resolve the conflict.

**This agreement was last amended on October 30, 2015**

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## PART 1 – GENERAL TERMS AND CONDITIONS

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### 1. Definitions.

The following terms will have the following meanings in this Agreement:

- **"Account"** means any available account held with us that you may access using the Services;
- **"Account Agreement"** means the agreement for the opening of the Account and any addendum or attachment thereto including, without limitation, the Terms and Conditions for Financial Services;
- **"Agreement"** means this Electronic Services Agreement, as amended from time to time;
- **"Application"** means a software application or other computer software product that we may offer to access the Services using certain Electronic Devices;
- **"Central 1"** means Central 1 Credit Union
- **"Mobile Banking"** means any website or mobile application that is specifically designed by us (or by a third-party service provider) which is used to access Online Banking through an Electronic Device;
- **"Electronic Device"** means a personal computer, cell phone, smart phone, telephone, mobile device, wireless device, tablet or any other electronic device that we allow you to use to access the Services;
- **"including"** means including but not limited to;
- **"Online Banking"** means the online banking service that we offer, and includes access through Mobile Banking;
- **"Password"** means a confidential personal access code comprised of a combination of numbers, letters and/or symbols that you select for your sole use to identify yourself that you must provide to access the Services;
- **"Personal Verification Questions"** means the questions and answers you may be required to choose, and provide answers to when prompted, to help confirm you are the person accessing the Services;
- **"Services"** means any product, feature or service that we provide through Online Banking or Telephone Banking which can be accessed through an Electronic Device;
- **"Telephone Banking"** means our interactive voice response telephone banking service (if this service is offered by us);
- **"Terms and Conditions for Financial Services"** means the terms and conditions for financial services that form part of the Account Agreement governing the operation of the Account;
- **"Third Party"** means any person, firm, corporation, association, organization or entity (other than you or us);
- **"Third Party Services"** means any products or services of a Third Party that you can access through the Services;
- **"Transaction"** means (i) transactions with respect to an Account that we may permit through the Services; (ii) applications for investments, loans and other types of credit that

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we permit through the Services; and (iii) other transactions, services or information that we make available from time to time through the Services;

- **"Unsanctioned Aggregation Service"** means an online account aggregation or personal financial management service that retrieves, consolidates, organizes and presents your accounts for the purpose of allowing you to view your accounts with an Unsanctioned Aggregator in a single location. An Unsanctioned Aggregation Service does not include a personal financial management and account aggregation feature or service that we may offer through Online Banking;
- **"Unsanctioned Aggregator"** means a Third Party who provides an Unsanctioned Aggregation Service. An Unsanctioned Aggregator does not include a Third Party that we retain to assist us in providing a personal financial management or account aggregate feature that we may offer through Online Banking;
- **"User ID"** means either your *Member Card®* debit card number or your Login ID.
- **"we", "us", "our"** and **"Credit Union"** means the credit union set out in Account Agreement; and
- **"you", "your"** and **"Account Holder"** means the person who is enrolled to access the Services.

## 2. Use of Services and Instructions

- You must use your User ID and Password to access the Services. You may also be required to answer your Personal Verification Questions to access the Services. You agree not to access or use the Services for illegal, fraudulent, malicious or defamatory purposes or to do anything that could undermine the security, integrity, effectiveness or connectivity of the Services.
- You authorize us to accept and you agree to be responsible for any instruction given by you (or claimed to be given by you) once the Services have been accessed. This includes any communications or instructions that we receive from you by electronic means (including instructions that we receive by computer, telephone, smart phone, internet or email), regardless of whether or not it actually came from you. Any instruction or communication that we receive from you by electronic means will be considered to be signed and delivered to us in writing by you.
- You also agree that we may decline to act on an instruction if we suspect the instructions are not coming from you, if the instructions are incomplete, unclear, or if the instructions are provided for an improper or illegal purpose. We may retain records of the instructions that are provided to us in connection with your use of the Services.

## 3. Passwords and Personal Verification Questions

- You agree to always keep your Password and Personal Verification Questions strictly confidential. You must not disclose your Password or Personal Verification Questions to anyone. Your Password and Personal Verification Questions must be unique and not easily guessed or obtained by others.

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- If you suspect or become aware that there has been misuse or unauthorized use of your Password or Personal Verification Questions or if you know or think that someone may know your Password or Personal Verification Questions, you must change your Password or Personal Verification Questions, as applicable, immediately and you must notify us immediately. To notify us you must contact your local branch. Our records of notification will be deemed to be correct.
- The security of your information depends on you using safe computing practices. You agree that when using the Services you will take all steps that are necessary to make sure that you do not reveal any confidential information to anyone other than for the purpose of the Transaction. This includes making sure that other people cannot see the screen or keypad on your Electronic Device or cannot hear your call, as applicable. It also includes signing out after each Online Banking session and not leaving your Electronic Device unattended while logged into Online Banking and taking reasonable steps to protect your Electronic Device against theft.
- You also agree to use and maintain reasonable security measures which includes ensuring the Electronic Device that you use to access the Services has an up-to-date anti-virus program, anti-spyware program and firewall installed (if any such measures are available for your Electronic Device)
- If you choose to share your Password with an Unsanctioned Aggregator you acknowledge and agree that (i) we will not help the Unsanctioned Aggregator in any way and will not be responsible for the information retrieved by the Unsanctioned Aggregator; (ii) we will not be responsible to you for any losses that may result from you sharing your Password, using the Unsanctioned Aggregation Service; (iii) you are responsible to review the security and privacy standards of the Unsanctioned Aggregator and to determine what your liability will be in connection with the Unsanctioned Aggregation Service; (iv) you will change your Password immediately when you end the Unsanctioned Aggregation Service; and (v) we have the right to prevent Unsanctioned Aggregators from accessing your Accounts.

#### **4. Transaction Processing and Authorization**

- You irrevocably authorize and direct us to debit or credit, as the case may be, the amount of any Transaction to the Account designated by you at the time of the Transaction, in accordance with our normal practices and the Terms and Conditions for Financial Services. Any Transaction performed by you (or by any person with or without your consent) will have the same legal effect as if it was a written instruction that you have signed and delivered to us.
- You agree that we have no obligation to reverse a Transaction once we have received instructions from you (or someone purporting to be you) to process the Transaction. We may revoke or cancel a post-dated Transaction if we receive instructions from you to that effect prior to the date that the Transaction is scheduled to occur however we have no obligation to do so.

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- You are responsible to know what requirements need to be met in order to complete a Transaction and to ensure that there is sufficient time for a Transaction to be processed (particularly if you need a Transaction to be completed by a certain date). If you use the Services to make bill payments: (a) you are responsible to ensure that the billing information you provide to us is accurate and up-to-date, and (b) if you give an instruction (including a scheduled payment instruction to make a payment from an Account), you acknowledge that the payment may not be received by the recipient on the date of the instruction or the date the funds were withdrawn from your Account.
- If you are transferring funds as part of a Transaction, you are responsible for ensuring that there are sufficient funds in your account to complete the transfer. If you use a recurring payment feature as part of the Services, you agree that such feature may only attempt to make the recurring payment once.
- You agree that Transactions will not be permitted on an Account on which more than one signature is required to authorize a Transaction, unless we have received prior authorization in writing from all signatories. You also agree that if you are the joint holder of an Account, then you and each other joint holder of that Account will be jointly and severally liable for all obligations under this Agreement and for all Transactions performed using the Services with respect to that Account.

## **5. Transaction Verification and Records**

- All Transactions are subject to verification and acceptance by us. If we do not accept the Transaction it will be reversed. We may verify the Transaction after you authorize the Transaction which may affect the Transaction date.
- You acknowledge that we may decline or delay acting on a Transaction for any reason including, for example, if the instructions we receive are incomplete or cannot be carried out due to insufficient funds or otherwise. We will not be liable if we decline or delay acting on a Transaction in these situations.
- Our records of all Transactions will be deemed to be correct, and will be conclusive and binding upon you. If you believe our records contain an error or omission, you must give written notice of the suspected error or omission to us within the time provided in the Terms and Conditions for Financial Services.

## **6. Fees for Transactions and Services**

- We may establish service fees or other charges for use of the Services and you agree to pay any such service fees or charges. These services fees or charges for the Services are in addition to any other services fees or charges that may apply to an Account. You authorized us to deduct services fees or charges for the Services from your Account(s). We will provide you with at least 30 days' prior notice of any changes to the service fees or charges for the Services.

## **7. Availability of Services and Changes**

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- You agree Services may not be available at all times and not all of the same functionality or features may be accessible or available for all Accounts. You also understand that we may add, remove or change any part of the Services, without giving you notice and you acknowledge that this Agreement will apply to any of the Services that are added or changed by us from time to time.

## **8. Mobile Banking**

- You acknowledge that you will not have access to all Online Banking features, functionality, content or information through Mobile Banking. You also acknowledge that Mobile Banking may not be available for use in locations outside of Canada and that if Mobile Banking is available outside of Canada, additional roaming or other costs or charges may apply. You agree to access Online Banking on a regular basis (not using Mobile Banking) to ensure you have access to all Online Banking features, functionality, content or information.
- You also agree that there may be terms and conditions that are displayed only when you click on information icons or links within Mobile Banking. You must review and accept these additional terms and if you use Mobile Banking, you agree that those terms and conditions also apply to your use of Mobile Banking.

## **9. Third Party Services**

- Important Note: The terms of this Section 9 apply to you only if you use Third Party Services that are made available to you as part of the Services or that you access through our website. You are not required to use any Third Party Services in order to use or access the Services that we provide through Online Banking or Telephone Banking however if you do, the terms of this Section 9 will apply.
- We may from time to time make Third Party Services available to you as part of the Services or through our website. Third Party Services are provided to you for your convenience only. We do not provide the Third Party Services and we are not responsible for the contents of any Third Party Services or websites.
- Your relationship with the Third Party providing the Third Party Services is independent and separate from your relationship with us and is outside of our control. Any dispute that relates to the Third Party Services is strictly between you and the Third Party, and you agree to raise no defence or claim against us.
- Third Party Services and websites may also be subject to separate agreements that govern their use. You assume all risks associated with accessing or using the Third Party Services and we will have no liability to you for your use of other websites or Third Party Services. You also agree that we can (at any time without prior notice and for any reason) terminate your access to any Third Party Services that you receive through our website or through the provision of the Services.

## **10. Responsibility for Losses and Liability**

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- (a) Our Responsibility. We are liable to you for direct losses to your Account(s) that result from the following types of activities or unauthorized transactions that occur through your use of Online Banking: (i) transactions that occur after you notify us that you suspect or aware that there has been misuse or unauthorized use of your Password or Personal Verification Questions so long as you agree to cooperate and assist us in any investigation that we commence in connection with the misuse or unauthorized access to your Password or Personal Verification Questions); (ii) transactions where it can be shown that you have been a victim of fraud, theft or have been coerced by force or intimidation, so long as you report the incident to us immediately and cooperate and assist us fully in any investigation; (iii) we make an error or omission in recording or documenting a Transaction and you give us written notice of the suspected error or omission within the time period provided in the Terms and Conditions for Financial Services (in this event, our liability to you will be limited to the amount of the error or omission in recording plus any applicable services charges that may have been charged to you); and (iii) our negligence, fraud or willful misconduct.
- (b) Your Responsibility. We are not responsible for any other type of direct loss that you may suffer or any other type of loss, damage, delay or inconvenience that you might suffer or incur in any of the following situations: (i) you fail to notify us that you suspect or aware that there has been misuse or unauthorized use of your Password or Personal Verification Questions; (ii) you provide us with inaccurate, incomplete, inadequate or erroneous information or data in connection with the Services (including as part of a request to process a Transaction); (iii) you are unable to access the Services for any reason (including as a result of a failure, error or malfunction even if caused by our negligence) or you experience a delay in using the Services; (iv) we do not receive your Instructions or we decline to act on your Instructions or we do not complete any Transaction; (v) we suspend or terminate your access to any of the Services; (vi) you fail to fulfill any of your other obligations under this Agreement or you fail to comply with any instructions that we provide to you; (vii) you engage in any fraud or dishonest or criminal acts in your use of the Services; (viii) your access to and use of the Third Party Services or any loss or inconvenience that results from us suspending access to Third Party Services.
- (c) Exclusion of Liabilities. Regardless of anything else in this Agreement, under no circumstance will we be liable for any indirect, consequential, special, aggravated, punitive or exemplary damages whatsoever (including any loss of profits, opportunity, reputation, revenue, goodwill or any other economic or commercial loss whatsoever), or for any loss of data or information, that is caused to you, regardless of the cause of action, even if we have been advised of the possibility of such damages.
- (d) Indemnity. Except for claims, costs and liabilities arising from direct damages that you incur or suffer as a result of one or more activities specifically set out in Section 10(a) above, you will release and indemnify us for any claim, cost and liability we may incur as a result of (i) your access to or use of the Services or Third Party Services, or (ii) your breach of the terms and conditions of this Agreement.

## 11. Availability

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- You agree that the Services will be available only on an "as is" and "as available" basis and we disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or charter of the Services.

## **12. Changes to this Agreement**

- Other than as required by law, we can change this Agreement by giving you notice of the change. We can give the notice either before or after the change takes effect. Notice of the change will be posted on our website.

## **13. Notice**

- We may provide notice to you under this Agreement: (i) for Online Banking by sending you notice at the last mailing address or email address last shown in our records, through an Electronic Device when you access the Services or by posting notice on our website; and (ii) for Telephone Banking by sending you notice at the last mailing address or email address last shown in our records.

## **14. Intellectual Property and Use of Application Software**

- We (or our service providers) are the owner of all intellectual property rights subsisting on each website page in Online Banking and Mobile Banking. Nothing in this Agreement is to be interpreted as conferring a right to use our works, trademarks or logos (or those of our service providers) except as expressly contemplated in the terms and conditions governing the use of our website.
- The following terms apply if you download an Application that we make available to you: (a) we grant to you a limited, non-exclusive, revocable and non-transferable license to install and use the Application on authorized Electronic Devices; (b) we (or, if applicable our service-providers) retain all intellectual property and ownership rights in the Application; (c) you agree not to copy the Application and not to disclose or distribute the Application to third parties; (d) you accept the Application "as is" and you assume the entire risk for the performance of the Application; and (e) we will not be liable to you for any loss or damages that you suffer or incur from your use of the Application.
- We are not responsible for any third-party equipment or software that may be required to use the Services. Any such equipment or software is subject to the terms and conditions of any agreements you may enter into with the provider of the equipment or software (such as a software agreement you enter into when you download and/or install the software).

## **15. Suspension of Services and Termination of Agreement**

- You agree we can terminate (either all or part of) this Agreement or suspend or terminate your access to any of the Services immediately for any reason whatsoever at any time



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without prior notice. You may terminate this Agreement by giving us notice of termination. To notify us you must speak to an employee at any branch. Our records of notification will be deemed to be correct.

## **16. Disputes**

- If you have any dispute with us regarding a Transaction, you agree to contact the branch for the Account involved. If the matter remains unresolved, you agree to follow our complaint handling process. Full details of our complaint handling process are available at all branches and on our website.

## **17. Severability**

- If any part of this Agreement turns out to be invalid for any reason, the rest of the Agreement will still remain in full force and effect. In this case, this Agreement will be read as if the invalid part were not included in it.

## **18. No Waiver**

- We may require strict adherence to the terms and conditions of this Agreement despite any prior indulgence that we have granted or acquiesced to. If we waive any breach or default of this Agreement by you it will not be deemed a waiver of any other preceding or subsequent breach or default.

## **19. Governing Law**

- This Agreement will be governed by the laws of the province in which the branch which administers the Account is located and the laws of Canada applicable in that province, excluding any principles of the conflicts of laws that would apply a different body of law. You agree that the courts of the province in which the branch is located will have exclusive jurisdiction with respect to any matters arising from or related to this Agreement, including any disputes relating to your use of the Services.

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## **PART 2 - ELECTRONIC TRANSFER SERVICES (INTERAC® E-TRANSFER) ADDITIONAL TERMS AND CONDITIONS**

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### **1. Application of this Part.**

- The terms of this Part 2 apply if you enroll and use the e-Transfer Service. If there is a conflict between the terms in Part 2 and the general terms and conditions in Part 1, the terms of this Part 2 will apply to the extent necessary to resolve the conflict.

### **2. Definitions.**

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The following terms will have the following meanings in this Part 2:

- **"CertaPay"** means a division of Acxsys Corporation. CertaPay supplies e-Transfer services to us and other financial institutions that participate in the e-Transfer Service.
- **"e-Transfer"** or **"transfer amount"** means an INTERAC e-Transfer sent or received through the e-Transfer Service;
- **"e-Transfer Answer"** means the word or phrase created by the Sender and used by the Recipient to claim or decline the e-Transfer;
- **"e-Transfer Contact Information"** means the electronic contact information established for a Recipient including an email address or telephone number
- **"e-Transfer Service"** means the INTERAC e-Transfer feature in Online Banking that allows you to send funds from an Account to another person and to receive funds from another person into an Account;
- **"Recipient"** means the person who is intended to receive an e-Transfer; and
- **"Sender"** means the person who commences the e-Transfer.

### **3. Availability and Use of e-Transfer Service and Service Fees**

- You acknowledge that we may make the e-Transfer Service available to you from time to time but we are not under an obligation to do so.
- e-Transfer Services are subject to number and dollar limits that may change from time to time without prior notice to you. Any such limits and changes will be effective when established by us.
- The e-Transfer is only available in Canadian dollars and any fees or charges that we establish for the e-Transfer Service are non-refundable.

### **4. Initiating an e-Transfer**

- If you are the Sender of an e-Transfer, we will withdraw the transfer amount from your Account and a notice will be sent to the Recipient's e-Transfer Contact Information. The notice will identify you as the Sender, and disclose your contact information, the transfer amount, the name of the Recipient, and that you are using the e-Transfer Service.
- After you send an e-Transfer, we will hold the transfer amount until we receive notice that (a) the Recipient has correctly provided the e-Transfer Answer to claim the e-Transfer, (b) the e-Transfer has been cancelled by you or, (c) the e-Transfer has expired. We will not pay interest on the e-Transfer amount to any Sender or Recipient (including for the period of time that the transfer amount was not in your Account). If you are the Sender of an e-Transfer, you are responsible for reviewing the status of the e-Transfer by checking your Account history in Online Banking

### **5. Your Responsibility to Provide e-Transfer Contact Information**

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- If you send an e-Transfer, you are responsible for providing correct and operational e-Transfer Contact Information for the Recipient and you will update this, as required, via Online Banking if there are changes to the information. You agree that it is your responsibility for obtaining the consent of the Recipient to provide us with the Recipient's e-Transfer Contact Information. You also agree that it is your responsibility to verify the e-Transfer Contact Information before completing the e-Transfer.

## **6. e-Transfer Answer**

- If you are the Sender of an e-Transfer, you agree to create an e-Transfer Answer and to keep it confidential. The e-Transfer Answer should not be revealed in any optional message that accompanies the e-Transfer. If you are a Recipient, you agree not to disclose the EMT Answer to anyone.
- If you are the Sender of an e-Transfer, you agree that we, CertaPay and other financial institutions participating in the e-Transfer Service are entitled to pay the transfer amount to anyone who (using the e-Transfer Service, the CertaPay payment service or the online banking service of another financial institution) claims to be the Recipient and correctly provides the e-Transfer Answer.
- We will not be liable for any costs, expenses, losses or inconvenience that you may incur if a person other than the intended Recipient provides the correct e-Transfer Answer and receives the transfer amount. We are not responsible for retrieving or returning this amount to you and you are responsible for settling all such matters and disputes directly with the person who has received the funds and/or the intended Recipient.

## **7. Claiming or Declining an e-Transfer**

- If you are a Recipient, you may claim an e-Transfer using Online Banking or the online banking service of another financial institution.
- You may also claim an e-Transfer through CertaPay's payment service however you will be required to register with CertaPay in order to do so.
- Other financial institutions or CertaPay may charge additional fees for using this service.
- If you are a Recipient, you must provide the correct e-Transfer Answer to claim or decline an e-Transfer.
- If you successfully claim the e-Transfer using Online Banking or the online banking service of another financial institution you should generally receive funds immediately. If you use the CertaPay's payment service to claim an e-Transfer, the transfer amount will generally arrive in your Account within 3 to 5 business days from the day you successfully claim the e-Transfer.
- Regardless of how you claim the e-Transfer, the actual time to receive funds may vary and you acknowledge that it may take significantly longer to receive funds in your Account. We cannot guarantee the date that you will receive the transfer amount in your Account and we will not be liable for any costs, expenses, losses or inconvenience that you may incur as a result of a delay in processing an e-Transfer.

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## **8. Providing Incorrect Information to CertaPay**

- If you are a Recipient and you claim an e-Transfer from a Sender using CertaPay's payment service but you provide information that is incorrect or insufficient, CertaPay may request additional or corrected information from you, or they may mail a cheque to you for the transfer amount. If you don't cash the cheque within a time limit that CertaPay sets then they may return the e-Transfer to us. If that occurs, we will return the e-Transfer to the Sender (less any fees charge by CertaPay).

## **9. Cancelling an e-Transfer**

- The Sender may cancel an e-Transfer that has been sent unless the Recipient has successfully claimed the e-Transfer. As a Recipient of an e-Transfer you acknowledge that an e-Transfer may be cancelled at any time by the Sender before you have claimed the e-Transfer. You also agree that we may cancel an e-Transfer without notice to you if we have reason to believe a mistake has occurred or if we believe the e-Transfer is a product of unlawful or fraudulent activity.

## **10. Expired e-Transfer**

- If the Recipient does not claim or decline the transfer amount within 30 days from the day that the e-Transfer was sent (or if the transfer amount is not sent successfully to the Recipient's e-Transfer Contact Information within that 30-day period) the e-Transfer amount will be returned to the Sender's Account.

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### **PART 3 - ELECTRONIC MAIL SERVICE (epost™) ADDITIONAL TERMS AND CONDITIONS**

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## **1. Application of this Part**

- The terms of this Part 3 apply if you enroll and use the epost Service. If there is a conflict between the terms in Part 3 and the general terms and conditions in Part 1, the terms of this Part 3 will apply to the extent necessary to resolve the conflict.

## **2. Definitions.**

The following terms will have the following meanings in this Part 3:

- **"eBiller"** means a person who uses the epost Service to deliver bills and invoices to you electronically via the epost Service;

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- **"eBills"** means electronic versions of bills, invoices or other records, documents or information relating to bills and invoices that we may make available to you to receive and view through the epost Service;
- **"epost"** means EPO Inc. (currently doing business as epost™); and
- **"epost Service"** means the electronic mail service provided by epost that we may offer through Online Banking. The epost Service allows you to receive and view eBills.

### **3. Availability of epost Service**

- You acknowledge that we may make the epost Service available to you from time to time as a Third Party Service but we are not under an obligation to do so.
- You are responsible to enroll, maintain and cancel the epost Service and for enrolling separately with each eBiller, as required.
- Your relationship with epost and each eBiller is independent and separate from your relationship with us and is outside of our control. Any dispute that relates to the epost Service is strictly between you and epost and/or the eBiller, and you agree to raise no defence or claim against us.

### **4. Consent to Use and Disclosure of Information by epost**

- You consent to epost preparing, using, and disclosing reports relative to the performance and/or operation of the epost Service, including statistical or performance reports and other analysis, compilation, and information about the epost Service or you, and reports that pertain to your involvement in and use of the epost Service.
- You also consent to epost disclosing to us your specific data that consists of the total number of eBillers for which you have registered, without identifying those eBillers apart from us and our affiliates, and without identifying detailed data of your viewing activities.
- You also acknowledge that the consents above are requirements of epost and if you withdraw these consents your participation in the epost Service may be terminated by epost.

### **5. Acknowledgment re: No Response from Credit Union re: epost**

- We will not respond directly to you with respect to any inquiries, requests, questions, complaints, or other issues relating to the epost Services in any way, other than to direct you to the eBiller or to epost. All such inquiries, requests, questions, complaints or other issues that you may have relating to the epost Service must be addressed to epost and/or the applicable eBiller directly.

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## **PART 4 - MOBILE REMOTE DEPOSIT SERVICES (DEPOSIT ANYWHERE™) ADDITIONAL TERMS AND CONDITIONS**

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### **1. Application of this Part**

*April 2016*

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- The terms of this Part 4 apply if you enroll and use the Mobile Remote Deposit Services. If there is a conflict between the terms in Part 4 and the general terms and conditions in Part 1, the terms of this Part 4 will apply to the extent necessary to resolve the conflict.

## 2. Definitions.

The following terms will have the following meanings in this Part 4:

- "**Central 1**" means Central 1 Credit Union who provides technology and services to us that we may use to provide the Mobile Remote Deposit Services;
- "**CPA**" means the Canadian Payment Association;
- "**Eligible Account**" means an Account that you hold with us, which we allow you to make deposits to using the Mobile Remote Deposit Services ;
- "**Eligible Item**" means a Deposit Item that meets the criteria and requirements described in Section 5 of this Part 4;
- "**Deposit Item**" means a paper cheque (including a bank draft) that is denominated in Canada dollars and that is drawn on a financial institution branch located in Canada;
- "**Mobile Remote Deposit Services**" means the Deposit Anywhere™ remote deposit capture service that we may offer through Online Banking. The Mobile Remote Deposit Services allow you to make deposits to an Eligible Account by taking a picture of the front and back of an Eligible Item and then delivering the image and deposit information to us; and
- "**Official Image**" means an electronic image of an Eligible Item that you create by taking a picture of the front and back of the Eligible Item with an Electronic Device.

## 3. Availability and Use of Mobile Remote Deposit Services

- You acknowledge that we may make all or part of the Mobile Remote Deposit Services available to you from time to time but we are not under an obligation to do so.
- The Remote Deposit Services are subject to number and dollar limits that may change from time to time without prior notice to you. Any such limits and changes will be effective when established by us.
- You acknowledge that we may impose additional requirements on your ability to use the Mobile Remote Deposit Services and that we may change these requirements at any time without prior notice to you.
- If we make the Mobile Remote Deposit Services available to you: (i) we appoint you as our agent to act on our behalf in the creation and transmission to us of Official Images and other information regarding an Eligible Item and you agree not to delegate this role to any other person; (ii) you agree that we may provide information about you and your use of the Mobile Remote Deposit Services to Central 1 (including personal information) to allow us and Central 1 to provide the Mobile Remote Deposit Services to you; and (iii) you agree to grant to Central 1, a non-exclusive, irrevocable, perpetual, royalty-free, world-wide right

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and license to use (and to authorize other persons to use) Official Images, other information regarding an Eligible Item and additional information that we may provide to Central 1 about you and your use of the Mobile Remote Deposit Services for the purpose of providing the Mobile Remote Deposit Services to you.

- Any notice that we send to you in connection with the Mobile Remote Deposit Services is for information purposes only and it does not guarantee that we will accept an Official Image or that your Account will be credited. This includes any notice that we provide to you confirming that we have received an Official Image from you after you use the Mobile Remote Deposit Services.

#### **4. Equipment and Software**

- To use the Mobile Remote Deposit Services, you must obtain and maintain at your expense, compatible equipment and software that we may specify from time to time.

#### **5. Requirements for Eligible Items that You Transmit to Us**

- You agree to use the Mobile Remote Deposit Services only to image, transmit and deposit Official Images of Eligible Items.
- Each Official Image that you transmit must be an original of the Eligible Item. You agree not to image, deposit or transmit photocopies or printouts of electronic copies of a Deposit Item.
- You agree not to use the Mobile Remote Deposit Services to image, transmit or deposit any of the following types of Deposit Items: (i) Deposit Items which are not Eligible Items; (ii) Deposit Items which have already been deposited through Mobile Remote Deposit Services, a remote deposit capture service offered by another credit union, financial institution or other entity or items previously deposited by any other means; (iii) Deposit Items payable to any person other than the person that owns the Account that is the subject of the deposit; (iv) Deposit Items which are endorsed on the back in a way that does not comply with this Section; (v) Deposit Items which are post-dated or dated more than 6 months prior to the date of deposit; (vi) Deposit Items that have been altered on the front; (vii) Deposit Items which you know or suspect are not authentic, are fraudulent or are not otherwise valid; or (viii) Deposit Items that are payable jointly, unless it is deposited into an Account in the name of all the payees.
- The Eligible Item that you transmit to us must: (i) be legible (which we will determine in our discretion); (ii) comply with the requirements that we establish for the quality of Eligible Items from time to time, and (iii) comply with the requirements established by the CPA (or other applicable regulatory agencies or bodies) from time to time (this includes the requirement that the date, drawee institution, payee, amount in words and figures, signature of the drawer and magnetic ink character recognition (MICR) information must be clearly legible).

#### **6. Receipt and Processing of Eligible Items**

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- If you make a deposit at any time when we are not open for business, we will process the deposit on the next business day.
- The day of deposit will be the day we process the Official Image of the Eligible Item. We will credit funds to your Account upon our receipt of the Eligible Item but you acknowledge that we may place a "hold" on funds that are sent or received through the Mobile Remote Deposit Services and therefore the availability and access to the funds will be subject to any hold that we place on the funds (as well as any other limits or restrictions described in this Agreement).
- You acknowledge that we may determine (and change from time to time) the manner in which Eligible Items are cleared, presented (or represented) for payment and collected.
- If the deposit amount does not match the amount of the Eligible Item transmitted, we will adjust your Account to reflect the amount on the Eligible Item received.
- You acknowledge that we can reject any Deposit Item (or any other instrument or item that is transmitted through the Mobile Remote Deposit Services) whether or not it is an Eligible Item. You also agree that we are not responsible for Eligible Items that we do not fully receive or that are corrupted during transmission.
- You acknowledge that a Deposit Item (or any other instrument or item that is transmitted through the Mobile Remote Deposit Services ) may be returned to us by another financial institution if the financial institution determines that the Deposit Item (or other instrument or item, as applicable) cannot be processed, is illegible or otherwise unacceptable. We may also charge back to your Account at any time, any item or Transaction of any kind that we subsequently determine was not eligible for deposit or which has been deposited into your Account and is not paid on presentation

## **7. Your Responsibilities After Transmission of an Eligible Item**

- You agree to retain each Eligible Item for at least 90 calendar days from the date it is successfully deposited and to destroy the Eligible Item within 120 calendar days of the successful deposit date. During the time you retain the Eligible Item, you agree to promptly provide the original Eligible Item to us upon request.
- If you do not comply with a request made pursuant to this Section 7, then we can place a hold on or reverse any credit made to your Account in relation to the Eligible Item, even if this creates an overdraft on your Account.
- You are responsible for any costs associated with obtaining a replacement Deposit Item in the event that we request you re-transmit an Official Image of that Deposit Item and the original Deposit Item was lost or destroyed.

## **8. Investigations**

- You agree to cooperate with us in our investigation of any unusual, improper, unauthorized, suspicious or fraudulent activities relating to the transmission of Deposit Items or the use of the Mobile Remote Deposit Services. You also agree to provide



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reasonable assistance to us in our investigation of any poor quality transmissions or resolution of other customer claims relating to the Mobile Remote Deposit Services.

## **9. Disclaimers, Liability Limitations and Indemnification Requirements Specific to the Mobile Remote Deposit Services**

- You acknowledge and agree that we expressly disclaim all warranties of any kind as to the Mobile Remote Deposit Services, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- You agree that we will not be responsible for any losses or damages, including, but not limited to, damages for loss of profits, use of data (even if we have been advised of the possibility of such damages) resulting from: (i) your use or your inability to use the Mobile Remote Deposit Services; (ii) an interruption in your receipt of the Mobile Remote Deposit Services or a delay in processing a deposit; (iii) our requirement that you obtain another Deposit Item as contemplated in Section 7 of this Part 4; (iv) unauthorized access to or alteration of your transmissions or data; (v) any other person transmitting a Deposit Item (or any other item or instrument) to the credit of your Account; (vi) the poor quality of the Official Image or Deposit Item (including rejection of the Deposit Item or delayed or incorrect crediting of the Deposit Item); (vii) any charge back or adjustment that we make to your Account as contemplated in Section 6 of this Part 4; or (viii) any inaccurate information you supply regarding the Deposit Item.
- By using the Mobile Remote Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. We are not responsible to you or any other person if this does happen.

## **10. Your Representations and Warranties**

- Each time you transmit a deposit using the Mobile Remote Deposit Services you represent and warrant to us that: (i) you are transmitting an Eligible Item; (ii) the Official Image accurately represents all pertinent information on front and back of the Eligible Item at the time of transmission; (iii) you have not already deposited or cashed the Eligible Item; and (iv) you will not re-deposit or re-present the original Eligible Item.
- You agree to take all necessary precautions to prevent any other person from creating or transmitting an Official Image to the credit of an Eligible Account.

## **11. Indemnification**

- You agree to indemnify and hold us harmless from any loss or damage we may incur because of a breach of the warranty in Section 10 of this Part 4 (except for any loss or damage that we incur because of our own gross negligence or intentional misconduct).
- You agree to indemnify and hold us, our affiliates, our service providers and Central 1 harmless from any Third Party claims liability, damages, expenses and costs (including

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but not limited to, reasonable attorney's fees) that are caused by or arising from: (i) your use of the Mobile Remote Deposit Services; (ii) the re-deposit or re-presentation of items that were at any time presented as Official Images of Eligible Items; (iii) the misuse of Official Items (or items purporting to be Official Items); or (iv) your violation of any terms and conditions in this Part.

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## PART 5 - PERSONAL FINANCIAL MANAGEMENT SERVICE (PFM) ADDITIONAL TERMS AND CONDITIONS

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### 1. Application of this Part

- Except where otherwise specified, the terms of this Part 5 apply to both the PFM Foundation Service and the PFM Aggregation Service. However, if you choose not to receive the PFM Aggregation Service, then the terms below which are specific to the PFM Aggregation Service are not applicable to you.
- If there is a conflict between the terms in Part 5 and the general terms and conditions in Part 1, the terms of this Part 5 will apply to the extent necessary to resolve the conflict.

### 2. Definitions.

The following terms will have the following meanings in this Part 5:

- "**Account Provider**" means us or an External Available Account Provider, as applicable;
- "**Available Account**" means an Account that you hold with us, which we allow you to view through the PFM Service. It may also include an account that you hold with a financial institution or other entity with whom Central 1 or Celero has an agreement to permit you to view through the PFM Service;
- "**Celero**" means Celero Solutions Inc.;
- "**Central 1**" means Central 1 Credit Union;
- "**External Available Account**" means a financial services account that you hold with a Third Party, which we allow you to view through the PFM Aggregation Service;
- "**External Available Account Access Information**" means any information that you must enter to access an External Available Account such as a client identification number, username, access code, or password;
- "**External Available Account Provider**" means another financial institution or other Third Party with which you have an External Available Account;
- "**Mandatory Terms**" means the provisions in Schedule A attached to this Part 5 which we are required to include in this Agreement as a result of the arrangements with our Services Providers;
- "**PFM Content**" means PFM Information and, if applicable, your External Account Access Information;

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- **"PFM Information"** means balance and transaction information relating to your Available Accounts and, if applicable, any External Available Accounts;
- **"PFM Aggregation Service"** means the personal financial management and account feature (accessed through Online Banking) that retrieves, organizes, consolidates and presents PFM Information to you about your Available Accounts and External Available Accounts;
- **"PFM Foundation Service"** means the personal financial management and account aggregation feature (accessed through Online Banking) that retrieves, organizes, consolidates and presents PFM Information to you about your Available Accounts;
- **"PFM Service"** means the PFM Foundation Service and the PFM Aggregation Service;
- **"PFM Service Provider"** means Yodlee Inc. who has been retained by Central 1 to assist in providing the PFM Service; and
- **"Service Providers"** means the PFM Service Provider, Celero and Central 1.

### **3. Availability and Use of PFM Service**

- You acknowledge that we may make the PFM Service available to you from time to time but we are not under an obligation to do so.
- If we make the PFM Services available to you through Online Banking the PFM Foundation Service is an integrated part of Online Banking. While your use of the personal financial management and account aggregation feature of the PFM Foundation Service is optional however you acknowledge that we do provide some limited information about your Accounts with us to the PFM Service Provider regardless of whether you use these features. This information about your Accounts will be used by the PFM Service Provider to provide the PFM Service if you choose to use these personal financial management and account aggregation features.
- You understand that the PFM Service is performed and provided on our behalf by Celero and Central 1 and that Central has retained the services of the PFM Service Provider to assist in providing the PFM Service. You agree that the Mandatory Terms will apply to the PFM Service.
- You are responsible for advising us of each Available Account and each External Available Account that you wish to view through the PFM Service. However, you acknowledge that either we or our Service Providers can refuse to add an Available Account or an External Available Account in our sole discretion.
- You also acknowledge that we or our Service Providers can, at any time:
  - Add or remove an Available Account or an External Available Account from the PFM Service for any reason;
  - Verify any External Available Account
  - Limit the number of Available Accounts or External Available Accounts that can be linked through the PFM Service.

### **4. Access to Accounts to Provide PFM Services**

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- You authorize and direct us and our Service Providers to do everything necessary to provide the PFM Service to you. Further, you authorize and direct the Service Providers to retrieve, consolidate, organize and present PFM Information to you. You confirm that you have the right to give the Credit Union and the Service Providers this authorization and direction.
- You understand and agree that by using the PFM Service you will be required to share certain otherwise confidential and personal information to the Service Providers. Specifically, the Service Providers are entitled to use and disclose your PFM Content to provide the PFM Service to you as set out in Section 3 of the Mandatory Terms,

## **5. Disclosure of PFM Content and Risk of Loss**

- Where you have elected to aggregate your Available Accounts and/or External Available Accounts through the PFM Service, the Credit Union will disclose limited information about your Available Accounts to the PFM Service Provider solely for the purposes of providing the PFM Service to you.
- You understand and agree that no right of access to PFM Content granted by you to the Credit Union or the PFM Service Provider in order to provide the PFM Service creates an obligation for either party to monitor or warn you of any unusual or unauthorized account activity on any of your Available Accounts or External Available Accounts.
- You understand and agree that the Credit Union is not responsible for any loss of any kind relating to your disclosure of your PFM Content for the purpose of using the PFM Service, unless such loss is caused by the act or negligence of the Credit Union.

## **6. Entering Account Access Information (Applicable to PFM Aggregation Only)**

- In order to access External Available Accounts to receive the PFM Service, you will directly provide the PFM Service Provider with your External Available Account Access Information for each External Available Account. Your External Available Account Access Information will be stored by the PFM Service Provider and used to retrieve PFM Information to be presented to you.
- The PFM Service Provider acts on your behalf to access information from your External Available Accounts. We do not access, store or have control over or access to any of your External Available Account Access Information.
- You will ensure that your External Available Account Access Information is true, accurate and complete. You must update your External Available Account Access Information as soon as it changes in order for the PFM Service Provider to retrieve PFM Information.
- We may refuse to add an External Available Account to the PFM Aggregation Service in our sole discretion. We reserve the right to verify and/or to have External Available Accounts removed from the PFM Aggregation Service at any time. We also reserve the right to limit the number of External Available Accounts that can be linked through the PFM Aggregation Service.

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## **7. Rights and Obligations of PFM Service Provider (Applicable to PFM Aggregation Only)**

- In addition to the rights and obligations listed above, the PFM Service Provider is entitled to use and disclose your External Available Account information in accordance with the PFM Service Provider's Privacy Policy (as may be revised or replaced from time to time). This External Available Account information is provided directly to the PFM Service Provider by you and the Credit Union has no control over or access to this External Available Account Information. The PFM Service Provider's Privacy Policy is currently available at: <http://corporate.yodlee.com/privacy-policy.html>. Under its current Privacy Policy, you may withdraw your consent to the PFM Service Provider's use of your PFM Content for any purpose other than to provide the PFM Service to you. It is important to note however that this Privacy Policy may change from time to time and therefore your right to withdraw this consent may also change. You should continue to monitor the PFM Service Provider's website for changes to their Privacy Policy to ensure you understand the PFM Service Provider's ability to use and disclose your External Available Account information.

## **8. Arrangements with External Available Account Providers**

- It is your responsibility to review your agreements with your External Available Account Providers to determine whether disclosure of your External Available Account Access Information to the PFM Service Provider is authorized for the purposes of providing the PFM Service. You should also review your agreements to determine what the consequences of such disclosure and what your liability is in connection with such disclosure.
- You understand and agree that the PFM Information that is retrieved for you from External Available Account Providers is prepared by them and that we are not responsible for the completeness or accuracy of that information. The Credit Union and the PFM Service Provider will not be responsible or liable to you for any damages resulting from the use of or the inability to use PFM Information or the incompleteness or inaccuracy of data comprising the PFM Information.
- You also understand that PFM Information continues to be subject to any terms or conditions imposed by the External Available Account Providers. You must access the website or online service of the External Available Account Provider to view any information or content (other than PFM Information) including any notices, disclosures or disclaimer.

## **9. Disclosure of External Available Account Information to Other Financial Institutions**

- As more particularly set out in Section 3 of the Mandatory Terms, where you have subscribed to services similar to the PFM Aggregation Service through other financial

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institutions, the PFM Service Provider is entitled to use and disclose your PFM Content in order to provide you with such services. Where you have subscribed to such services and choose to link your Available Accounts to be aggregated, the Credit Union will provide all information regarding your Available Accounts to the PFM Service Provider in order to allow the PFM Service Provider to provide the other aggregation services to you.

#### **10. Withdrawal from PFM Service**

- You can withdraw from the PFM Aggregation Service at any time by contacting us at your local branch.
- You may withdraw from the PFM Foundation Service at any time by contacting us at your local branch. However, you understand and agree that if you withdraw from the PFM Foundation Service, certain additional integrated services offered by the Credit Union, including online banking services, may no longer be available to you.

#### **11. Marketing Consent for PFM Service**

- You understand and agree that if you have previously provided us with written consent to receive marketing and promotional offers, we are authorized to use your PFM Information to provide you with marketing and promotional information related to the PFM Service.
- You may withdraw your consent to receive marketing and promotional offers at any time by contacting your local branch.

### **SCHEDULE A**

#### **-MANDATORY PROVISIONS FOR ELECTRONIC SERVICES AGREEMENT-**

1. **PROVIDE ACCURATE INFORMATION** – You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

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2. **PROPRIETARY RIGHTS** – You are permitted to use content delivered to you through the PFM Service only on the PFM Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the PFM Service technology, including, any Java applets associated with the PFM Service.
3. **CONTENT YOU PROVIDE** – You hereby grant to the Credit Union and its service providers, including Yodlee Inc. and Central 1 (collectively, “Service Providers”) a license to use any information, data, passwords, materials or other content (collectively, “Your Content”) that you provide through or to the PFM Service for the following purposes:
  - a) to provide the PFM Service to you;
  - b) to provide you with access to Your Content through other similar services provided by Yodlee Inc. to other financial institutions that you have authorized to receive Your Content; and
  - c) where you have expressly agreed to such disclosure (by or through an agreement between you and the applicable financial institution or otherwise), to provide those other financial institutions with information regarding all of the accounts that you have registered with the PFM Service (provided that such information shall not at any time include your user credentials or registration information regarding any account) so that they may use the information to provide or offer additional or complementary services to you (collectively, the “Permitted Purposes”).

The Credit Union and Service Providers may use, modify, display, distribute and create new material using Your Content for the Permitted Purposes. By submitting Your Content, you automatically agree, or promise that the owner of Your Content has expressly agreed, that, without any particular time limit and without the payment of any fees, the Credit Union and Service Providers may use Your Content for the Permitted Purposes. As between the Credit Union and Service Providers, the Credit Union owns your confidential account information.

4. **THIRD PARTY ACCOUNTS** – By linking an External Available Account to the PFM Service, you authorize the Credit Union and Service Providers, on your behalf, to access the applicable Third Party site to register the account for use by you in connection with the PFM Service and to retrieve data regarding the account for use by you as part of the PFM Service. For the foregoing purposes, you hereby grant to the Credit Union and Service Providers a limited power of attorney, and you hereby appoint each of the Credit Union and Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access Third Party sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You acknowledge and agree that when the Credit Union or Service Providers access and retrieve information from a Third Party site, the Credit Union and Service Providers are acting as your agent, and not the agent or on behalf of the Third Party that owns or operates the Third Party site. You agree that Third Party account providers and site operators will be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the PFM Service is not endorsed or sponsored by any Third Party account providers accessible through the PFM Service.
5. **DISCLAIMER OF WARRANTIES** – YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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- YOUR USE OF THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE IS AT YOUR SOLE RISK. THE PFM SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE CREDIT UNION AND SERVICE PROVIDERS EACH EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
  - THE CREDIT UNION AND SERVICE PROVIDERS MAKE NO WARRANTY THAT:
    - i) THE PFM SERVICE WILL MEET YOUR REQUIREMENTS;
    - ii) THE PFM SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
    - iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PFM SERVICE WILL BE ACCURATE OR RELIABLE;
    - iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PFM SERVICE WILL MEET YOUR EXPECTATIONS; OR
    - v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.
  - ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PFM SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE CREDIT UNION OR A SERVICE PROVIDER THROUGH OR FROM THE PFM SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
6. **LIMITATION OF LIABILITY** – YOU AGREE THAT NEITHER THE CREDIT UNION NOR ANY SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY LOSS, DAMAGE OR OTHER HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE CREDIT UNION OR THE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:
- i) THE USE OR THE INABILITY TO USE THE PFM SERVICE;
  - ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES;
  - iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE PFM SERVICE;
  - iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
  - v) STATEMENTS OR CONDUCT OF ANYONE ON THE PFM SERVICE;
  - vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE CREDIT



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UNION OR THE SERVICE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR

vii) ANY OTHER MATTER RELATING TO THE PFM SERVICE.

7. **INDEMNIFICATION** – You agree to protect and fully compensate the Credit Union and each Service Provider and their affiliates from any and all Third Party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney’s fees) caused by or arising from your use of the PFM Service, your violation of these terms or any infringement, by you or any other user of your account, of any intellectual property or other right of anyone.
8. **YODLEE** – You agree that each Service Provider is a Third Party beneficiary of the above provisions, with all rights to enforce such provisions as if the Service Provider were a party to this Agreement.

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**PART 6 - TRANSFERS WITH LINKED ACCOUNTS AND EXTERNAL ACCOUNTS  
ADDITIONAL TERMS AND CONDITIONS**

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## 1. Application of this Part

- The terms of this Part 6 apply only if you use enroll and use the Account Transfer Services. If there is a conflict between the terms in Part 6 and the general terms and conditions in Part 1, the terms of this Part 6 will apply to the extent necessary to resolve the conflict.

## 2. Definitions.

The following terms will have the following meanings in this Part 6:

- **"Account Transfer Services"** means the External Account Transfer Service and the Linked Account Transfer Service;
- **"Account Transfer Service Providers"** means Central 1 Credit Union, Celero Solutions Inc. and any other Third Party that we have retained to provide, or to assist us in providing, the Account Transfer Services;
- **"External Account"** means an account that you hold with an External Account Provider;
- **"External Account Provider"** means one of the following:
  - (i) another Canadian financial institution;
  - (ii) an Investment Industry Regulatory Organization of Canada registrant;
  - (iii) a card issuer; or
  - (iv) an entity that is eligible for membership with the Canadian Payments Association;
- **"External Account Transfer"** means a transfer of funds (from an Account to an External Account or from an External Account to an Account) that is sent or received through the External Account Transfer Service;
- **"External Account Transfer Service"** means the account transfer feature in Online Banking that allows you to transfer funds from an Account to an External Account and to transfer funds from an External Account into an Account;
- **"Linked Account"** means an Account that you hold with us, which we allow you to link to another Account for the purpose of transferring funds between such Accounts;
- **"Linked Account Transfer"** means a transfer of funds from a Linked Account to another Linked Account that is sent or received through the Linked Account Transfer Service; and
- **"Linked Account Transfer Service"** means the account transfer feature in Online Banking that allows you to transfer funds from a Linked Account to another Linked Account;

## 3. Availability of Account Transfer Services

- You acknowledge that we may make all or part of the Account Transfer Services available to you from time to time but we are not under an obligation to do so.
- Account Transfer Services are subject to number and dollar limits that may change from time to time without prior notice to you. Any such limits and changes will be effective when established by us.

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#### **4. Use of External Account Transfer Services**

- If we make the External Account Transfer Services available to you through Online Banking, you are responsible for advising us of each External Account that you wish to add to the External Account Transfer Service.
- You are also responsible for providing us with the following information for each External Account that you wish to add:
  - Branch address or number
  - Account number
  - Financial institution number
- You agree that we can, at any time:
  - Refuse to add an External Account
  - Add or remove an Account or an External Account from the External Account Transfer Service for any reason
  - Verify any External Available Account
  - Limit the number of External Accounts that can be linked through the External Account Transfer Service
  - Limit the type of transfers that you can conduct between an Account and an External Account. Specifically, we retain the discretion to determine whether a Transaction will be in the form of: (a) credits to the External Account, (b) debits from the External Account, or (c) both credit to and debits from the External Account.
- You agree not to request that we add: (i) an External Account that is not held in your name or, (i) an External Account that you do not have authority to authorize transactions to and from.
- For security or risk management purposes, you acknowledge that we may (at our discretion), credit a nominal sum to an External Account once per year.

#### **5. Timing and Receipt of External Account Transfer**

- Funds will generally arrive in your Account or External Account (as applicable) within 3 to 5 business days from the day that we authorize an External Account Transfer.
- However, the actual time to send and receive funds may vary and you acknowledge that it may take significantly longer to receive funds in your Account or External Account. We cannot guarantee the date that you will receive funds in your Account or External Account and we will not be liable for any costs, expenses, losses or inconvenience that you may incur as a result of a delay in processing an External Account Transfer.
- We will reverse an External Account Transfer if the funds cannot be delivered to an Account or External Account (as applicable) or if the funds are returned for any reason.
- You also acknowledge that we may place a "hold" on funds that are sent or received through the External Account Transfer Service

#### **6. Transfers to and from Canadian/U.S. Accounts**

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- A Canadian dollar Account (i.e. an Account that we allow you to deposit funds in Canadian dollars) can only be linked to an External Account that is designated for deposit of funds in Canadian dollars.
- A U.S. dollar Account (i.e. an Account that we allow you to deposit funds in American dollars) can only be linked to an External Account that is designated for deposit of funds in American dollars if that External Account is held at a financial institution located in Canada.

## **7. Use and Disclosure of Information for External Account Transfer**

- If you use the External Account Transfer Service, you consent to the collection, use and disclosure of any personal information about you that is provided to us for the following purposes:
  - to provide the External Account Transfer Service to you
  - to share such personal information with an Account Transfer Service Provider for the purpose of assisting us in providing the Account Transfer Service to you
  - to share such personal information with External Account Providers in connection with the provision of the External Account Transfer Service
- The consent described above does not change any other consent or authorization you have given us or may give us regarding the collection, use and disclosure of your personal information.

## **8. Use of Linked Account Transfer Service**

- If we make the Linked Account Transfer Service available to you through Online Banking, you agree that we can, at any time:
  - Refuse to add an Account to the Linked Account Transfer Service
  - Add an Account or remove a Linked Account from the Linked Account Transfer Service
  - Limit the number of Accounts that can be linked
  - Limit the type of transfers that you can conduct between Linked Accounts. Specifically, we retain the discretion to determine whether a Transaction will be in the form of: (a) credits to the Linked Account, (b) debits from the Linked Account, or (c) both credit to and debits from the Linked Account.

## **9. Timing and Receipt of Linked Account Transfer**

- The actual time to send and receive funds between Linked Accounts may vary and you acknowledge we cannot guarantee the date that you will receive funds in any Account if you use the Linked Account Transfer Service. We will not be liable for any costs, expenses, losses or inconvenience that you may incur as a result of a delay in processing a Linked Account Transfer.

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- You acknowledge that we may place a "hold" on funds that are sent or received through the Linked Account Transfer Service
- We will reverse a Linked Account Transfer if the funds cannot be delivered to an Account or if the funds are returned for any reason.

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**PART 7 - ONLINE PAYMENT SERVICES  
ADDITIONAL TERMS AND CONDITIONS**

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**1. Application of this Part**

- The terms of this Part 7 apply if you enroll and use the Online Payment Service. If there is a conflict between the terms in Part 7 and the general terms and conditions in Part 1, the terms of this Part 7 will apply to the extent necessary to resolve the conflict

**2. Definitions.**

The following terms will have the following meanings in this Part 7:

- "**Acxsys**" means Acxsys Corporation. Acxsys supplies Online Payment Services to us and other financial institutions that participating in Interac® Online;
- "**Central 1**" means Central 1 Credit Union;
- "**Participating Merchant**" means a merchant or other Third Party that participates in the Online Payment Services;
- "**Online Payment**" means a debit payment that you make using the Online Payment Services;
- "**Online Payment Service Provider**" means a Third Party that we have retained to provide, or to assist us in providing, the Online Payment Services, and includes Acxsys Corporation; and
- "**Online Payment Services**" means the Interac® Online debit feature available from certain Participating Merchant websites that is processed through Online Banking. It allows you to debit funds from an Account to make an Online Payment for goods and services to a Participating Merchant.

**3. Availability of Service and Limits on Use**

- You acknowledge that we may make all or part of the Online Payment Services available to you from time to time but we are not under an obligation to do so. The Online Payment Services is only available for use with Participating Merchants.
- The Online Payment Services are subject to number and dollar limits that may change from time to time without prior notice to you. Any such limits and changes will be effective when established by us.
- The Online Payment Services is only available in Canadian dollars and any fees or charges that we establish for the Online Payment Services are non-refundable.

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- Any notice that we send you in connection with the Online Payment Services is for information purposes only and it does not guarantee that the Participating Merchant will claim the Online Payment or that you have successfully purchased the product or service from the Participating Merchant.

#### **4. Initiating and Authorizing an Online Payment**

- You acknowledge that you must initiate an Online Payment through the applicable Participating Merchant's website.
- Once you have authorized an Online Payment, the payment authorization details for the Online Payment will be sent to the Participating Merchant through the Online Payment Services. Once this authorization is received, the amount of the Online Payment will be withdrawn from your Account. We will hold the funds until the Participating Merchant successfully claims the Online Payment.
- If the Participating Merchant does not claim the Online Payment within 30 minutes from the time that you have authorized the Online Payment funds will be returned to your Account. Additionally, if the Participating Merchant cancels or declines receipt of the Online Payment after you have authorized it then funds will be returned to your Account. In each of these situations, we cannot guarantee the date or time that the hold on the amount of the Online Payment will be removed and therefore you acknowledge that you may not have immediate access to the amount of the Online Payment.
- You agree that we, Central 1 and Acxsys Corporation are entitled to pay an Online Payment from your Account to anyone who claims to be the Participating Merchant and provides the applicable payment authorization details to us within 30 minutes from the time that you authorize the Online Payment.
- We will not pay interest on the Online Payment amount to you or any Participating Merchant (including for the period of time that the Online Payment amount was not in your Account).

#### **5. Cancelling an Online Payment**

- You agree that we may cancel an Online Payment without notice to you if we have reason to believe a mistake has occurred or if we believe the Online Payment is a product of unlawful or fraudulent activity. You cannot cancel an Online Payment after it has been authorized by you.

#### **6. Acknowledgements and Disputes**

- You acknowledge and agree that we expressly disclaim all warranties of any kind as to the Online Payment Services. By using the Online Payment Services you accept the risk that (i) an item may be intercepted or misdirected during transmission, (ii) processing of

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an Online Payment may be delayed or a Participating Merchant may fail to claim an Online Payment, and (iii) funds may be held by us, a Participating Merchant or an Online Service Provider. We are not responsible to you or any other person if this does happen.

- You are responsible for settling all disputes relating to the Online Payment Services with the Participating Merchant(s) in question or, if applicable, with the unintended recipient of an Online Payment. Neither we nor our Online Payment Service Providers are responsible for requests for refunds and we are under no obligation to participate in a dispute with a Participating Merchants or an unintended recipient of an Online Payment.

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## PART 8 - SMALL BUSINESS SERVICES ADDITIONAL TERMS AND CONDITIONS

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### 1. Application of this Part

- The terms of this Part 8 apply only if you enroll in and use the Small Business Services. If there is a conflict between the terms in Part 8 and the general terms and conditions in Part 1, the terms of this Part 8 will apply to the extent necessary to resolve the conflict.
- If this Part 8 applies, then:
  - (i) Wherever the terms "**You**", "**your**" and "**Account Holder**" are used in this Agreement, then each of these terms will be deemed to mean all of the following:
    - you as an individual Business User;
    - the Business itself; and
    - any other Business User.
  - (ii) Each provision of this Agreement will apply to you, to the Business and to each Business User (in accordance with their designated access rights set out below) unless the language of the provision refers only to the Business and/or the Signing Officer.

### 2. Definitions

The following terms will have the following meanings in this Part 8:

- "**Business**" means a sole proprietorship, partnership, corporation, society, holding corporation, joint venture, association or other business organization which carries on commercial activity through its Account.
- "**Business User**" means a Signing Officer, Delegate or Non-Signer.
- "**Delegate**" means any person authorized by a Signing Officer on behalf of the Business to undertake limited actions with respect to Account functions. A Delegate's access level may be either "Read-only" or "Initiator", as more particularly described below:
  - (i) An "**Initiator Delegate**" is any person authorized by a Signing Officer to start certain Transactions on the Account and to view the Account using an Electronic Device; and

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(ii) A "**Read-only Delegate**" is any person authorized by a Signing Officer to view the Account using an Electronic Device.

- "**Non-Signer**" means any person authorized by the Business to start certain Transactions on the Account and to view the Account using an Electronic Device. A Non-Signer has the same rights as an Initiator Delegate, but is authorized by the Business rather than a Signing Officer.
- "**Signing Officer**" means any person authorized by the Business to provide any instructions or authorize any Transactions on the Account, and for whom notice of such authorization has been given to the Credit Union.
- "**Small Business Services**" means the Services that we make available for use by or on behalf of Businesses and Business Users.

### 3. **Enrollment in Small Business Services**

- You acknowledge that we may make the Small Business Services available to you from time to time but we are not under an obligation to do so.
- If we make the Small Business Services available to you through Online Banking in order to enroll in Small Business Services, one of the Business's designated Signing Officers must complete the registration procedure. Implementation of the Small Business Services is subject to our review and approval.
- If the Account has a dual-signature requirement, then the following shall apply:
  - Two of the designated Signing Officers must complete the registration procedure.
  - Transactions under the Small Business Services cannot be performed on the Account until two Signing Officers have completed the Small Business Service registration process.
  - During the period where only one of the Signing Officers has completed the registration process the Account will be available to be viewed by the initial Signing Officer that has completed the registration process and the terms and conditions relating to the PFM Service will apply if the Account is viewed by that Signing Officer.
  - We may reject the Business's enrollment in Small Business Services if two Signing Officers do not complete the Small Business Service registration procedure within a reasonable time.

### 4. **Different Levels of Access**

- We may provide different levels of access to the Small Business Services for different categories of Business Users. A Business User's ability to access the Account and use the Small Business Services will be limited by the level of access that we provide to him or her. It is the responsibility of the Business to ensure that the level of access we provide to a particular Business User is appropriate for that person.
- By designating a person as a Signing Officer, the Business is authorizing that person to view information about the Business and to carry out online Transactions on behalf of the Business. In addition, Signing Officers are authorized to appoint Delegates on behalf of the Business.



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- If the Business requires more than one Signing Officer to authorize a Transaction then we may allow one Signing Officer to initiate a Transaction however the other Signing Officer(s) will generally be required by us to approve the Transaction. Nonetheless, the Credit Union may (in its sole discretion) choose to receive or rely on instructions from any single Signing Officer on behalf of the Business even if two or more signatures are otherwise required to operate the Account (e.g. to sign cheques, etc.).
  - A Business will not be able to use the Online Payment Services if the Business requires more than one Signing Officer in order to authorize a Transaction through the Online Payment Service.
- By designating a person as a Delegate or Non-Signer, the Business is authorizing that person to access and view information about the Business and the Account.
  - Delegates and Non-Signers do not have the right to carry out online Transactions on behalf of the Business. Any Transactions which are started by an Initiator Delegate or a Non-Signer must be authorized by a Signing Officer (or Signing Officers, if dual authorization is require) before being completed.
  - Delegates and Non-Signers do not have the authority to use the Online Payment Services; these Services can only be initiated by a Signing Officer.
  - A Delegate or Non-Signer does have the authority to request that the Credit Union stop printing or mailing Account statements to the Business.
- We are not responsible for determining the adequacy of the authority of any Business User and we are entitled to rely on any instruction provided to us by a Business User which is within the scope of their designated authority as set out above. It is the Business's responsibility to verify the identity of each Signing Officer or Delegate at the time of his or her appointment and to provide that information to us when requested.

## 5. **Collection, Use and Disclosure of Personal Information**

- The Business will ensure that each Business User consents to the collection, use and disclosure of his or her personal information as required in order for us: (i) to verify his or her identity; (ii) to provide financial services and products to the Business, including to carry out actions and Transactions as the Business User may instruct; and (iii) to comply with legal and regulatory requirements.

## 6. **Passwords and Personal Verification Questions**

- The Business will ensure that each Business User follows the duties in Sections 2 and 3 of Part 1 of this Agreement, including the duty to carefully choose a Password, the duty to keep Passwords and Personal Verification Questions secret, and the duty to change Passwords and notify us if the Business User suspects that someone else knows a Password or his or her Personal Verification Questions. In addition, the Business will ensure that each Electronic Device that a Business User uses to access the Small Business Services on behalf of the Business has an up-to-date anti-virus program, anti-spyware program and a firewall, where such security measures are available for the Electronic Device.

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## 7. **Unauthorized Use/Entry Errors**

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

## 8. **Indemnity by Business**

- The Business agrees to indemnify and save us harmless from and against all liability that may arise (other than due to our own gross negligence or misconduct), including legal fees and disbursements reasonably incurred by us, arising from a breach by the Business or a Business User of any part of this Agreement, or from our acting or declining to act upon any instruction or information given to us in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss that the Business may provide to us, and will survive any termination of this Agreement.

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## **PART 9 - ALERTS SERVICES ADDITIONAL TERMS AND CONDITIONS**

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### 1. **Application of this Part**

- The terms of this Part 9 apply only if you enroll in and use the Alerts Services. If there is a conflict between the terms in Part 9 and the general terms and conditions in Part 1, the terms of this Part 9 will apply to the extent necessary to resolve the conflict.

### 2. **Definitions**

The following terms will have the following meanings in this Part 9:

- **"Alerts"** means notifications about certain events or situations that we make available through the Alerts Services from time to time. Alerts may be sent by email, SMS text message and/or in certain instances, by push notification to an Electronic Device.
- **"Alerts Section in Online Banking"** means the location in Online Banking where you can select, manage and view your Alerts;
- **"Alerts Services"** means the Alert notification service that we may offer through Online Banking. The Alerts Services allows you to subscribe to various Alerts for your Accounts through the Alerts Section in Online Banking;
- **"SMS"** or **"Short Message Service"** is a text messaging service component of an Electronic Device.

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### **3. Availability and Use of Alerts Services**

- You acknowledge that we may make all or part of the Alerts Services available to you from time to time but we are not under an obligation do so.
- The availability of the Alerts Services may also depend on whether the Alerts Services is supported by your mobile carrier. Please contact your mobile carrier for further information.
- The Alerts Section in Online Banking will allow you to select each type of Alert that you wish to receive and whether you receive it via email or SMS text message, provided that:
  - In order to receive Alerts by email you must register an email with us in the Alerts Section in Online Banking;
  - In order to receive Alerts by SMS text message and/or push notification to an Electronic Device you must register the Electronic Device with us in the Alerts Section in Online Banking;
  - As part of the registration process, you may also be required to provide a short nickname for each Account in the Alerts Section in Online Banking; and
  - If we make Alerts available via push notification to your Electronic Device, you may be required to adjust the settings on your Electronic Device.
- You acknowledge that we can, at any time and without notice to you:
  - Add or remove an Alert from the Alerts Services for any reason;
  - Impose limits on the number of email addresses or Electronic Devices that you will be allowed to receive Alerts to; and/or
  - Limit how a particular type of Alert is made available to you (i.e. only by email or SMS text message, etc.)
- You also acknowledge that your Alerts preferences may be deleted if you do not log into Online Banking for an extended period of time.
- You can delete all or selected Alerts at any time in the Alerts Section in Online Banking.

### **4. Non-Secure Alerts and Non-Delivery**

- Alerts are not encrypted and will be sent by a non-secure method such as email, text message or push notification.
- You also acknowledge that Alerts may be lost, reviewed, intercepted or changed by others before they are received by you (including by others that may have access to your Electronic Device or email account).

### **5. Carrier Charges**

We do not charge for Alerts, but standard message and data rates may be charged by your mobile carrier. Your relationship with your mobile carrier is independent and separate from your relationship with us and is outside of our control. Any dispute that relates to the rates charged by your mobile carrier to view or access Alerts on your Electronic Device is strictly between you and your mobile carrier, and you agree to raise no defence or claim against us.