

ONLINE BANKING SERVICES AGREEMENT

TERMS & CONDITIONS

This Agreement outlines the terms and conditions governing the Member's use of Online Banking Services (defined below). Connect First Credit Union Ltd. (hereinafter called the "Credit Union") does not offer Online Banking Services other than in accordance with these terms and conditions. By logging in and using Online Banking Services, the Member acknowledges their acceptance of these terms and conditions.

In consideration of the Credit Union providing access to any of the Member's Accounts using Online Banking Services, the Member agrees as follows:

1. DEFINITIONS – IN THESE AGREEMENTS THESE WORDS HAVE THE FOLLOWING MEANINGS:

"Access Terminal" means any device used to access any of the Member's Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

"Account" means any of your Accounts or sub Accounts (if applicable) that you may have now or in the future at the Credit Union.

"Account Agreement" means the Agreements for the operation of the Account.

"ATM" means an Automated Teller Machine.

"Contaminant" means a computer virus, worm, lock, mole, time bomb, or any other code or instruction which may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware.

"Deposit Anywhere™ Service" means the remote deposit capture service provided by the Credit Union and Central 1, and accessed through Online Banking or Mobile Banking, that allows the Member, using an Access Terminal and/or any other means authorized by the Credit Union in its sole discretion from time to time, to create, transmit and receive an Official Image for deposit to the account.

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

"Equipment" means the equipment such as personal computer equipment or telephone which, when used in combination with an Internet Browser and/or the PAC, permits access to Online Banking

Services.

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

“Interac e-Transfer Services” means the service provided by CertaPay payment service that facilitates the sending and receiving of money transfers through Online Banking or Mobile Banking to and from participating financial institutions, and/or the CertaPay payment service.

“Member” means the Member of the Credit Union who holds the Account with the Credit Union authorized by us for Online Banking Services.

“Notice Contact Information” means the contact information, including without limitation, postal address, email address, fax number, or telephone number, provided by you to, and accepted by the Credit Union, through which we give written notice to you in accordance with this Agreement.

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

“Online Banking Services” means all of the services offered by the Credit Union available through the use of the PAC in combination with the equipment; it includes the access offered by Mobile Banking.

“PAC” means the personal access code used with Online Banking Services to access an Account.

“PAD” means a Preauthorized Debit.

“Participating Financial Institution” means a financial institution participating in the Interac e-Transfer services. “

Preauthorized Debit” means a Transaction debiting the Account that is processed electronically by the Credit Union in accordance with the Member’s request.

“Remote Instructions” means Instructions given to the Credit Union with respect to the operation of the Account from a remote location using a telephone, mobile telephone, fax, via our Online Banking system, email, text message transmission, or other remote communication acceptable to the Credit Union in order to operate the Account or authorize Transactions and make arrangements with the Credit Union.

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

“Security Question/Answer” means the word or phrase created by the sender of an Interac e-Transfer and used by the recipient to claim or decline the transfer using Interac e-Transfer Services.

“Third Party” means any person, firm, corporation, association, organization, or entity other than the Credit Union or Central 1 Credit Union (“Central 1”).

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

“We”, “Our”, “Us” or the “Credit Union” ” means Connect First Credit Union Ltd.

“You”, “Your” and “Yours” means the person who holds the account with the Credit Union authorized by us for Online Banking Services.

Numbered List

1. USE OF SERVICES – You may use Online Banking Services to access the Account and to authorize such Transactions as permitted by us commencing upon the day these terms and conditions are accepted by you and your request for Online Banking Services is approved by us. You cannot use Online Banking Services to authorize Transactions on an Account that requires more than 1 authorization (i.e. with multiple signature requirements) unless prior authorization is received in writing and with our approval. We may add to or delete from the types of use permitted and Online Banking Services offered.
2. SERVICE CHARGES AND FEES – You will pay the service charges that we establish for Online Banking Services and fees incurred, including, without limitation, service charges for providing records regarding you that we are legally required to provide or fees imposed by a Third Party. You acknowledge receipt of a schedule of our charges for Online Banking Services in effect at the time of acceptance of this Agreement. We may increase or decrease the service charges for Online Banking Services and provide notice of such changes by mailing or emailing notice to your last known address or email address, by posting notice at our premises or on our website, by personal delivery, or by any other means we consider appropriate to bring the change to the attention of the Member. Current service charges for Online Banking Services may be obtained by contacting us or through our website. You are responsible for determining the then current service charges for Online Banking Services in advance of requesting those services. By requesting Online Banking Services you acknowledge the Agreement to pay service charges for the Online Banking Services requested by you. We can deduct service charges from the Account (or other accounts of the Member with us) when the service is requested or performed.
3. AVAILABILITY OF ONLINE BANKING SERVICES – You acknowledge that the availability of Online Banking Services depends on telecommunications systems, computer hardware and software, and other equipment including equipment belonging to the Credit Union, Central 1, and Third Parties and that there is no guarantee or obligation to provide continuous or uninterrupted service. The Credit Union and Central 1 are not liable for any cost, loss, damage, injury, inconvenience, or delay of any nature, whether direct, indirect, special, or consequential, that you may suffer in any way arising from non-continuous or interrupted service of the Credit Union or Central 1 providing or failing to provide Online Banking Services, or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment or other technical malfunctions or disturbances for any reason whatsoever, nor are the Credit Union or Central 1 liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, garbled, or delayed transmissions, or online failures (collectively, “Interruption Claims”), even if you have advised us such consequences. You release and agree to hold harmless the Credit Union and Central 1 from any and all Interruption Claims.

4. AUTHORIZATION FOR TRANSACTIONS – You acknowledge and agree that: a
- a. using the PAC to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by you or in person or as otherwise contemplated or permitted by the Account Agreement;
 - b. you will be bound by each such Transaction; and
 - c. once the PAC has been used to authorize a Transaction, the Transaction cannot be revoked. You irrevocably authorize and direct us to debit or credit, as the case may be, the amount of any Transaction to the Account authorized using the PAC, in person, or as otherwise contemplated or permitted by the Account Agreement, in accordance with the normal practices of the Credit Union, which may be amended from time to time without notice.
5. PAC CONFIDENTIALITY – We can assign and/or require you to select and use a PAC in connection with this Agreement. You agree to keep the PAC confidential and not to record the PAC in any format or medium. You can change the PAC at any time. You agree to change the PAC if and when required by us. You acknowledge that the PAC must be changed if there is a change in the persons authorized to provide Remote Instructions on the Account. You are responsible for all use of the PAC and for all Transactions on the Account authorized using Online Banking Services. For security reasons, we recommend that you change the PAC on a regular basis, such as every 90 – 120 days.

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

6. REMOTE INSTRUCTIONS – You may provide Remote Instructions to any branch of ours, as permitted by us through the Online Banking Services web portal, or through our telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

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

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

A Remote Instruction is deemed received by us only when actually received and brought to the attention of an authorized officer of the Credit Union capable of acting upon and implementing the Remote Instruction. Remote Instructions can be transmitted to us by the telephone or fax

number or email address provided by us, or at such other telephone or fax number or email address as we may advise you by notice in writing, or online through the Online Banking Services web portal. Any of the persons that constitute the Member may act alone and provide Remote Instructions to us, even if 2 or more signatures are required to operate the Account. We are entitled to assume that any person identifying himself or herself as the Member is in fact the Member and can rely upon such, and we may act on the Remote Instructions provided by any such person. All Remote Instructions given to us in the name of the Member will be binding on you.

7. VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY THE CREDIT UNION – All Transactions are subject to verification and acceptance by us and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, we may, but are not obliged to, reverse them from the Account. Verification may take place at a date later than the date you authorized the Transaction, which may affect the Transaction date. If at any time we determine that a credit or trace to the Account was made in error or based upon a mistake of fact, or induced through or tainted by fraud or unlawful conduct, we may place a hold on the credit and/or reverse the credit.
8. RECORDS – Our records of all Transactions will be deemed to be correct and will be conclusive and binding on you. All Transactions will appear on the regular statements of account for the Account.

If you believe or suspect that the records of the Credit Union contain an error or omission, or reflect unauthorized Account activity, you must give immediate written notice to us and in any event, must do so within the time provided in the Account Agreement.

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

In the absence of evidence to the contrary, our records are conclusive for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between you and us in respect of any Transaction.

9. LIABILITY FOR ERRORS AND OMISSIONS – If we make an error or omission in recording or processing any Transaction, we are only liable for the amount of the error or omission if you have not caused or contributed to the error or omission in any way, has complied with this Agreement and the Account Agreement, has given written notice to us within the time provided in the Account Agreement, and to the extent the liability is not otherwise excluded by this Agreement or the Account Agreement.

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

10. EXCLUSION OF THE CREDIT UNION'S RESPONSIBILITY – We are not responsible for any loss or damage suffered or incurred by you except to the extent caused by the gross negligence or intentional or wilful misconduct of the Credit Union, and in any such case we will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if we have been advised of the possibility of such damages. In no event will we be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by you that is caused by:
- a. the actions of, or any failure to act by, any Third Party (and no Third Party will be considered to be acting as an agent for us unless expressly authorized to do so);
 - b. the inaccuracies in, or inadequacies of, any information furnished by you to the Credit Union;
 - c. the failure by us to perform or fulfill any of its obligations to the you, due to any cause beyond our control; and
 - d. forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent Instructions or Instruments, or material alteration to an Instruction, including Remote Instructions.
11. RISKS AND DUTIES – Except for loss caused exclusively by our gross negligence or intentional or wilful misconduct, and subject to the limitations of liability in this Agreement or the Account Agreement, you assume all risk of loss due to the use of Online Banking Services, including without limitation, the risk of Third Party fraud. You further agree that you will notify us immediately:
- a. if any suspected or actual misuse or unauthorized use of the PAC; or
 - b. if the PAC becomes known to anyone other than you; and
 - c. you will change the PAC if either situation arises.

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

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

Where you know of facts that give rise or ought to give rise to suspicion that any Transactions, or instructions in respect to your Account, or Instruments deposited to your Account are fraudulent, unauthorized, counterfeit, or otherwise likely to be returned to us or found invalid for any reason, you have a duty to make reasonable inquiries of proper parties into such Transactions, Instructions, or Instruments, to determine whether they are valid authorized Transactions, Instructions, or Instruments, as the case may be, before negotiating or,

alternatively, accessing any funds derived from such Transactions, Instructions, or Instruments, and to disclose to us, your suspicion and the facts upon which your suspicions are based (“Suspicious Circumstances”).

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

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

12. RIGHTS FOR INNOCENT BREACH – Subject to the provisions of this Agreement and the Account Agreement:

- a. if you did not reveal the PAC to any other person, or write it down or otherwise record it, and changed the PAC when required by this Agreement, you will not be liable for any unauthorized use that occurs after we have received written notice from you that the PAC may have become known to someone other than you;
- b. we will not otherwise be liable for any damages or other liabilities that you may incur by reason of our acting, or failing to act, on Remote Instructions given in your name whether or not you actually gave the Remote Instructions. We will not be liable for any damages or other liabilities that you may incur by reason of us acting, or failing to act, on requests made by you through Online Banking Services whether or not you actually gave the Remote Instructions.

13. PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS – In the event of a problem with an Online Banking Services Transaction or an unauthorized Online Banking Services Transaction, you will report the issue promptly to us. We will investigate and respond to the issue on a timely basis. We will not unreasonably restrict you from the use of any funds subject to dispute, as long as it is reasonably evident that you did not cause or contribute to the problem or unauthorized Transaction, have fully cooperated with the investigation, and have complied with this Agreement and the Account Agreement. We will respond to reports of a problem or unauthorized Transaction within 10 business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by you. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that you have complied with this Agreement and on the balance of probabilities it is shown that you took all reasonable and required steps to: a. protect the confidentiality of the PAC as required by this Agreement and the Account Agreement; and b. use security safeguards to protect against loss, theft, and unauthorized access as required by this Agreement and the Account Agreement.

14. SAFE COMPUTING PRACTICES – If Online Banking Services are made available through the

Internet or a telephone service provider, you acknowledge that although we use security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at the risk of the Member. You acknowledge and shall ensure that any Access Terminal used to access Online Banking Services has a current anti-virus program, an anti-spyware program, and a firewall, and that it is your personal responsibility to reduce the risk of contaminants or online attacks and to comply with this provision. You further acknowledge that to reduce the risk of unauthorized access to the Account through the Access Terminal, you will sign out of Online Banking Services and, where applicable, close the browser when finished using it. You further acknowledge that using public or shared computers and Access Terminals, or Access Terminals in a public place, to access Online Banking Services increases the risk of unauthorized access to the Account and will take all reasonable precautions to avoid such use and inadvertent disclosure of the PAC.

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

16. THIRD PARTY SERVICES (LINKS) The Credit Union and Central 1 may make services provided by Third Parties available through our website or Online Banking Services. You acknowledge and agree that: a

- a. The Credit Union and Central 1 make the services of Third Parties available through our website or Online Banking Services for the convenience of the Member. The services are provided by the Third Party and not the Credit Union or Central 1. Your relationship with the Third Party shall be a separate relationship, independent of the relationship between you and the Credit Union and Central 1, and such a relationship is outside the control of the Credit Union and Central 1;
- b. The Credit Union and Central 1 make no representation or warranty to the Member with respect to any services provided by a Third Party even though those services may be accessed by you through our website or through Online Banking Services;
- c. you assume all risks associated with accessing or using the services of Third Parties;
- d. The Credit Union and Central 1 have no responsibility or liability to you in respect of services provided by a Third Party;
- e. any dispute that relates to services provided by a Third Party is strictly between you and the Third Party, and you will raise no defence or claim against the Credit Union and/or Central 1; and
- f. the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations may apply to the services provided by Third Parties and that the Third Parties will from time to time adopt policies and procedures to address the reporting, record-keeping and client identification requirements of that legislation.

17. INDEMNITY – You agree to indemnify and hold the Credit Union and its service providers and Central 1 and all of their connected parties, including without limitation their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liabilities and costs, including without limitation

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

- a. any of the Indemnified Parties making Online Banking Services available to you;
- b. any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;
- c. any of the Indemnified Parties acting upon, or refusing to act upon, requests made by you through Online Banking Services;
- d. any Transaction that results in a negative balance in the Account; or
- e. the consequences of any Transaction authorized by you. This indemnity will ensure to the benefit of the Indemnified Parties and will be binding upon you and your heirs, executors, successors and assigns and shall survive the termination of this Agreement for any act or omission prior to termination as gives rise to an indemnified claim, even if notice is received after termination.

18. ONLINE BANKING SERVICES ACKNOWLEDGEMENT – You acknowledge and agree that:

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

19. BILL PAYMENTS MADE THROUGH ONLINE BANKING SERVICES – You acknowledge and agree that:

- a. bill payments made through Online Banking Services are not processed immediately and that the time period for processing depends upon a number of factors including, without limitation, the time when the bill payment is authorized and the internal accounting processes of the bill payment recipient;
- b. it is the responsibility of the Member to ensure that bill payments are authorized in

sufficient time for the payment to be received by the bill payment recipient before its due date; and

- c. The Credit Union and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of non-payment or a delay in the processing of bill payments.

20. ONLINE BANKING SERVICES AND THIRD PARTIES – In respect of all Online Banking Services and any Third Party services made available by the Credit Union, you shall not:

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

In the event of a breach of the provisions above, your participation in Online Banking Services or any service provided by us or a Third Party may be suspended or terminated.

21. INTERAC e-TRANSFER SERVICES – If the Credit Union through Online Banking Services makes Interac e-Transfer Services available and you use the Interac e-Transfer Services, you acknowledge and agree that:

- a. the Interac e-Transfer Service is only available in Canadian dollars to a Canadian bank account;
- b. we may charge a fee for each Interac e-Transfer performed and this fee is in addition to any day-to-day banking fees which apply to the Account. Fees are non-refundable;
- c. the Account will be debited as soon as you initiate a transfer and we may hold the transfer amount until the recipient successfully claims the transfer or the transfer is cancelled. We have no obligation to and will not pay interest on the transfer amount. To the extent permitted by law, we are deemed to have a security interest in the transfer amount from the time the Account is debited until the recipient successfully claims the transfer or the transfer is cancelled;
- d. transfers sent and received through the Interac e-Transfer Service are subject to number and dollar limits that may change from time to time without prior notice to you;
- e. we will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by the Credit Union, Participating Financial Institutions or CertaPay payment service;
- f. an Interac e-Transfer notification advising the recipient of the transfer will be generated approximately 30 minutes after you originate the transfer;
- g. as the sender, you will keep the Security Answer confidential and will not disclose it or share it with anyone but the intended recipient;
- h. the recipient must correctly provide the Security Answer to claim or decline the transfer;
- i. the Credit Union, the other Participating Financial Institution, and CertaPay payment service are entitled to pay the transfer amount to anyone who, using the Interac e-Transfer Service, claims to be the recipient and successfully provides the Security Answer;
- j. we will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or obtaining the Security Answer;

- k. as the sender, you will create an effective Security Question and will not include the Security Answer in the transfer details;
 - l. as the recipient, you will not disclose the Security Answer except as required to claim or decline the transfer;
 - m. the recipient may claim a transfer using the Online Banking/Mobile Banking Services of the Credit Union or another Participating Financial Institution or through the CertaPay payment service;
 - n. the recipient may be charged a fee to receive the funds by their Financial Institution or CertaPay payment service; the fee may be deducted from the funds they are receiving; may be an additional surcharge, or may be part of a service fee;
 - o. if the recipient declines a transfer that you initiated, the transfer will be returned to you;
 - p. if the recipient accepts the transfer through CertaPay payment service, funds usually arrive in the recipient's account within 4 to 6 business days from the day the recipient successfully claims the transfer. We cannot guarantee the date of deposit;
 - q. as the sender, the transfer will be returned to you if the recipient does not claim the transfer within 30 days of the date the transfer is initiated, if the transfer cannot be successfully sent to the recipient's Interac e-Transfer contact information as provided by you, or if the recipient declines the transfer. You are responsible for providing the recipient's correct Interac e-Transfer contact information and further agrees that the recipient has consented to your use of the Interac e-Transfer contact information for Interac e-Transfer Services purposes, including its provision to the Credit Union, the other Participating Financial Institution, and CertaPay payment service;
 - r. if the recipient successfully claims the transfer using CertaPay payment service but provides incorrect account information, CertaPay payment service may request correct account information from the recipient or may mail an Instrument to the recipient. We will not pay interest on the transfer amount;
 - s. we may cancel a transfer if we have reason to believe that a mistake has occurred or if we believe that the transfer is a product of unlawful or fraudulent activity;
 - t. you are responsible for providing valid Interac e-Transfer contact information and will immediately update it via Online Banking Services if there are any changes to said Interac eTransfer contact information;
 - u. as the sender, you may cancel a transfer up to the time the recipient successfully claims the transfer. As the recipient, you acknowledge that a transfer may be cancelled up to the time you successfully claim the transfer;
 - v. all disputes will be handled directly between the sender and the recipient; w
 - w. we may refuse to provide Interac e-Transfer Services for you; and
 - x. we will not be liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in processing a transfer or for transfers claimed by someone other than the intended recipient.
22. DEPOSIT ANYWHERE™ SERVICE – If the Credit Union through Online Banking Services, makes the Deposit Anywhere™ Service available, and you use the Deposit Anywhere™ Service, you acknowledge and agree that:
- a. solely for the Deposit Anywhere™ Service, we appoint you as our agent, to act on behalf

of the Credit Union in the creation and transmission of an Official Image to us, and any other related duties that may be required by us, all in accordance with the Rules and applicable legislation governing negotiable Instruments. In this context, transmission to and receipt by us of the Official Image will have the same effect as if the negotiable Instrument was delivered to a branch of the Credit Union for negotiation and clearing. You acknowledge and agree that this role as agent cannot be further delegated by you. Further, you acknowledge and agree that you will be personally responsible and liable for:

- i. compliance with this Agreement;
 - ii. maintaining adequate security over any Access Terminal used, the location of use of the Access Terminal, and any passwords to prevent use by others or interception of data transmitted;
 - iii. ensuring that all Official Images created and transmitted are of good quality and accurately capture all material details of the Eligible Cheque Instrument; iv. maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Cheque Instruments transmitted as Official Images; and v. verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Deposit Anywhere™ Service and for providing immediate notice to us of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Deposit Anywhere™ Service.
- b. we may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of a negotiable Instrument received at a branch of the Credit Union, subject to the Account Agreement and any of our policies governing negotiable Instruments:
- i. the creation of an Official Image will be done using a method authorized by us in its sole discretion. Further, you agree to take all proper and necessary precautions to prevent any other person from creating or transmitting an Official Image to the credit of your Account;
 - ii. nothing in this Agreement obliges us to accept or deposit any item whether it is or purports to be an Official Image. You shall not create or transmit an Official Image of any item that does not qualify as an Eligible Cheque Instrument or any item that is post-dated, stale-dated, received by you from anyone other than the drawer of that item, or that is in any way altered. If you have any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item then you shall not use the Deposit Anywhere™ Service for negotiation of that item, but will instead bring the original item to us, and fully disclose all material facts known by you relating to that item and fully cooperate with any inquiry or investigation of the concerns;
 - iii. under the Deposit Anywhere™ Service, Eligible Cheque Instruments are restricted to those negotiable Instruments in Canadian dollars drawn on a Financial Institution domiciled in Canada;
 - iv. Official Images received through the Deposit Anywhere™ Service are subject to number and dollar limits that may change from time to time without prior

notice to the Member;

- v. once an Official Image of an Eligible Cheque Instrument has been transmitted to us through the Deposit Anywhere™ Service, no further Official Images of that Instrument will be created or transmitted through the Deposit Anywhere™ Service (or any other similar service) unless you are requested to do so by us in writing. Further, you agree to make no further use of the original of an imaged Instrument, and shall safely retain possession of the original of the Instrument without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, you agree to indemnify and hold the Credit Union and our service providers, and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to your use of the Deposit Anywhere™ Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Cheque Instruments. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, you will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Cheque Instruments where an Official Image has also been transmitted for collection;
- vi. on transmission of an Official Image of an Eligible Cheque Instrument to us, you are responsible for immediately marking the face of the Instrument with a blatant notation or mark that prevents renegotiation of the Instrument and indicate that the Instrument has been imaged and transmitted, taking care not to obliterate any material particulars of that Instrument. (For example: This can be done by writing "Deposit by Mobile" across the face of the item with a pencil, pen, or brightly colored highlighter.) For a period of 120 days after transmission of the Official Image to us, or such shorter period as stipulated by us in writing, you shall retain and produce on written request the original of all imaged Instruments to us. You will receive a written request to retain or produce; you will comply with the written request, and shall, if requested, produce, by delivering to the Credit Union, the original of all specified Eligible Cheque Instruments within 5 business days of such request. If you fail to comply with the written request made pursuant to this provision, then we can place a hold on or reverse any credit made to the Account in relation to those specified Instruments, even if such creates an overdraft on the Account. If no written

request is received within that time, then 120 calendar days after an Official Image has been transmitted to us through the Deposit Anywhere™ Service or such shorter period as stipulated by us in writing, and provided that you have verified a credit to the Account that reconciles to the Official Image transmitted, you agree to immediately proceed with destruction of the original of the Eligible Cheque Instrument. Destruction methods include shredding, pulping, burning, or any other means that ensures that the original negotiable Instrument cannot be reused;

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

23. MODIFICATION OF AGREEMENT – We may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to your future use of Online Banking Services from time to time, for any reason, without any liability to you or any other person. We may provide notice of a change to this Agreement by mailing notice to your last known address, by posting notice at our premises, by personal delivery, or by any other means we consider appropriate to bring the modification to the attention of the Member. You are responsible for regularly reviewing the terms and conditions of this Agreement. If you use the Online Banking Services after the effective date of an amendment to this Agreement, it will mean that you agree to the amendment and are bound by the newer version of this Agreement. You may not change, supplement, or amend this Agreement by any means.

24. OTHER AGREEMENTS – In addition to this Agreement, the terms and conditions of the Account Agreement between you and the Credit Union will apply to Online Banking Services and to Transactions made under this Agreement, except as expressly provided otherwise in this Agreement. If there is a conflict between the terms and conditions of the Account Agreement or any other agreements between you and the Credit Union and the terms and conditions of this Agreement, then the terms and conditions of this Agreement will apply in respect of Online Banking Services. There are no representations or warranties made by us to you concerning Online Banking Services except for the representations, warranties, and obligations of us as expressly set out in this Agreement. Any advice, information, or statements provided by the

Credit Union, Central 1, or their service providers, agents, or their representatives, whether oral or written, will not create any representation, warranty, or condition or vary or amend this Agreement, including the above liability exclusions, liability limitations, release and indemnity provisions, and you may not rely upon any such advice or information.

25. NOTICES – Any notice required or permitted to be given to us in connection with this Agreement must be in writing and must be addressed and delivered to the Credit Union at the address or fax number set forth on the Account Agreement. Any notice required or permitted to be given to you in connection with this Agreement may be given to you by delivering a written notice to your last known address, at such other address, email address, or fax number given by you, or, except as to confidential financial information specific to you, by posting notice at our premises or on our website, or by any other means considered appropriate to bring the notice to the attention of the Member.
26. TERMINATION – This Agreement may be terminated by either the Credit Union or the Member on not less than 1 business day prior to written notice. Any notice of termination shall not release you from any obligations incurred under this Agreement prior to its termination.
27. ELECTRONIC EXECUTION – This Agreement may be executed electronically. Use of Online Banking Services shall be deemed to be acceptance of these terms and conditions as of the date of first use, or in the case of a modification of this Agreement, acceptance of the modified terms and conditions.
28. APPLICABLE LAW – This Agreement is governed by the laws of the province of Alberta and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.
29. ENUREMENT – This Agreement will take effect and continue for the benefit of and be binding upon the Credit Union and the Member and their heirs, executors, successors, and assigns
30. PROCEEDS OF CRIME LEGISLATION – You acknowledge that the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations apply to the operation of the Account and that we will adopt policies and procedures to address the reporting, record-keeping, and client identification requirements of that legislation. You agree to abide by and comply with all such laws and procedures.
31. CONFIDENTIALITY – We may collect, use, and disclose your personal information in order to provide financial services and products to you, to identify and inform you about services or products for which the you may be eligible, to verify or determine your identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and the privacy policies of the Credit Union.
32. SEVERABILITY – This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then: a. such provision will be interpreted, construed, or reformed to the extent

reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and b. such invalidity or unenforceability will not affect any other provision of this Agreement.

33. NO WAIVER – No waiver by the Credit Union of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. We may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by us.

Compliance with FATCA

As of July 1, 2014 under the [Intergovernmental Agreement](#) (IGA), a tax information sharing agreement with the U.S. government under the existing Canada-U.S. Tax Convention, First Calgary Financial is legally required to identify and report certain financial account information annually on U.S. persons (U.S. resident or a U.S. citizen) living outside of the United States to the Canada Revenue Agency (CRA).

First Calgary Financial has a policy of strict adherence to privacy legislation and the protection of our members' data. Our response to Canadian tax regulations related to FATCA will be held to our high standard of strict compliance with Canadian privacy laws.

If you are a U.S. person or business owner, we may be required to ask you to complete a Self-Certification form for our records. In addition, we may be required to provide annual reports on your account to the Canada Revenue Agency, which would then forward them to the U.S. Internal Revenue Service. This should have no impact on you if you are already meeting your existing U.S. tax filing obligations but we encourage you to review this with a professional tax advisor.

As a Local Client Base credit union, we have reduced reporting requirements and are not required to collect and submit information for every type of account. We are required to annually report to CRA the following information for identified U.S. persons for personal and business (entity) accounts in which one or more U.S. persons hold a substantial ownership or controlling interest:

- Personal accounts with a balance greater than \$50,000 USD equivalent
- Business accounts with a balance greater than \$250,000 USD

Exempt accounts:

- Personal accounts with a balance less than \$50,000 USD equivalent
- Business accounts with a balance less than \$250,000 USD equivalent (i.e. corporation, partnership)
- Registered Retirement Savings Plans (RRSPs)
- Registered Retirement Income Funds (RRIFs)
- Registered Disability Savings Plans (RDSPs)
- Tax Free Savings Accounts (TFSA)
- Investment Shares (RRSP & RRIF)
- Common Share Investment Products (RRSP & RRIF)

To confirm whether your First Calgary Financial account is exempt from FATCA reporting requirements please contact us.

If you choose not to meet requests for assistance to determine your U.S. tax status, under Canadian law we are required to treat your account(s) as a “reportable account”.

Joint accounts: If at least one of the joint owners qualifies as a U.S. person, any required reporting would treat the U.S. person as the owner of the entire account. If more than one of the joint owners are U.S. persons, any required reporting would treat each U.S. person as the owner of the entire account.

Learn more at the [Canada Revenue Agency website](#) for detailed FAQ’s for both individuals and businesses or at the [Department of Finance Canada](#).

Access your information or report a privacy concern

Privacy is your right – and we are committed to fully endorsing all aspects of your rights and the Personal Information Protection Act (PIPA). We safeguard your information regardless of the format it is held in, using strict security and confidentiality standards.

Want to request access to your information? Talk to us at our [Member Care Centre](#).

There are a few reasons we wouldn’t be able to give you access to your information:

- Information is protected by legal privilege;
 - When access would give away confidential commercial information;
 - When information was collected in the course of an investigation or legal proceeding; and
 - When a mediator or arbitrator collected the information.
- Requests must be refused when: (list is not exhaustive – See Section 24 (3), (4))
- Could threaten the life or security of another individual;
 - Would disclose personal information about another individual; and
 - Would identify the person who gave an opinion about someone else in confidence and the individual giving the opinion does not consent to the disclosure of his/her identity.

See PIPA Advisory 7 – Access Requests – Exception to Access. Available at www.oipc.ab.ca.

If you have any concerns relating to how we have handled your personal details, [talk to us](#). We’ll do everything to ensure that your concerns are fully investigated and addressed.

Have concerns about the handling of your personal information? Please [talk to us](#) or contact the Chief Privacy Officer to register a privacy concern verbally at (403) 736-4000.

If you feel that the outcome of our investigation is unsatisfactory, you will be provided with assistance to make a formal complaint to the Privacy Commission. The relevant documents can be obtained from the Privacy Commissioner at www.oipc.ab.ca.