

TERMS AND CONDITIONS FOR FINANCIAL SERVICES – BUSINESS

CREDIT UNION

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

1. **INTERPRETATION** – For the purposes of the Financial Services Agreement – Business and the Business Account Opening Agreement and other account opening documents, as the case may be, you or your shall refer to the Applicant. The singular shall be construed as meaning the plural and vice versa when the context so requires. These Terms and Conditions shall extend to and be binding on my estate, heirs, executors, administrators, successors and permitted assigns. **Unless specifically provided otherwise, all contracts and other dealings between you and the Credit Union will be governed by the laws of the jurisdiction where the Credit Union's head office is located.**
2. **THESE TERMS AND CONDITIONS** – These Terms and Conditions apply to each business account opened at the Credit Union. They replace all prior Terms and Conditions of Financial Services. You will be provided with a copy when the account is opened. You should read and retain them. The Credit Union may make changes to these Terms and Conditions from time to time.
3. **ACCOUNT STATEMENTS** – The Credit Union may send statements relating to the operation of the account(s) to you by mail with or without **cheques or other** instruments at your address or make such statements available to you in electronic format. If you wish to receive your statements in electronic format only, you will indicate that to the Credit Union. When you ask us to provide statements in electronic format only you will no longer receive paper statements. Electronic statements will be available online for a limited time from the statement date. Should you require a permanent record you should print or save a copy of any statements you require. If you change your mailing address or any other contact information, you will advise the Credit Union **in writing** within 30 days. You will examine your statements and inform the Credit Union of any errors, irregularities or forgeries. You will give the Credit Union notice in writing of any errors, irregularities or forgeries, including any unauthorized or forged endorsement on any instrument immediately after you have acquired knowledge of it. Unless such errors, irregularities or forgeries are brought to the attention of the Credit Union in writing or through email if you have electronic access, you understand and agree that after the 30 days have expired **from when you are deemed to have received it**, the statement and the balance shown on it are considered correct and that all payments and transactions are genuine and properly charged against the account(s). If you do not contact the Credit Union within 30 days, you understand you will release the Credit Union from all claims in respect to the account(s) and will have no claim against the Credit Union for reimbursement even if the **instrument item** charged to your account was forged, unauthorized or fraudulent. **You understand you will be responsible for all cheques or other items which clear your account including forged or unauthorized items, even if you have notified the Credit Union within the 30 days described above, unless you can prove you took all reasonable precautions to prevent the forgery or unauthorized item and the resulting loss. You understand you are deemed to have received each statement 5 days after the mailing date or the date upon which it was made available to you electronically. However, you understand that this 30 day period applies even if your statement is delayed or you do not receive your statement for any reason. It is your responsibility to ensure you receive your statement and you will contact the Credit Union if you have not received your statement for any reason within 10 days of the date upon which you would normally receive your statement. Statements forwarded by mail are deemed received by you on the day after mailing. Statements provided electronically are deemed received by you on the last day of the month for which the statement applies.** Where the account is joint the Credit Union may send statements to one of you. The Credit Union may utilize electronic imaging and retention in connection with the operation of your account and is not obliged to provide you with original instruments.
4. **INTERNAL CONTROLS & SUPERVISION** – In the conduct of your business you agree to **assume a heightened degree of responsibility for safeguarding your accounts, cheques and banking access. You agree to** have in place systems, procedures and controls, effective to prevent and detect theft of instruments, compromise of controls over

electronic access and banking information or losses due to forgeries or frauds involving instruments and electronic communications and banking transactions, including without limiting the generality of the foregoing:

- a. ensuring that all instruments, cheque imprinters and facsimile signature devices and passcodes or other electronic banking controls are kept secure and that designated individuals are responsible for them at all times;
- b. conducting periodic audits of instruments and electronic banking controls; and
- c. ensuring that the individual responsible for doing statement reconciliation shall not be the individual who is responsible for the security or preparation of instruments or electronic banking controls.

You will **also have a heightened degree of responsibility to** monitor the conduct of all employees and agents having any role in the preparation of your instruments, statement reconciliation and electronic banking.

You agree that the Credit Union shall have no responsibility or liability whatsoever for any loss due to a forged or unauthorized signature or unauthorized electronic banking transaction or communication and you release the Credit Union from all claims unless you report it to the Credit Union in accordance with paragraph 3 above and you prove each of the following: (i) that the forged or unauthorized signature or unauthorized electronic banking transaction or communication was made by a person who was at no time your employee or agent; (ii) that the loss was unavoidable despite your having had in place the systems, procedures and controls to supervise and monitor your employees and agents; (iii) that the loss was unavoidable despite your having taken all feasible steps to prevent the forgery or unauthorized signature or unauthorized electronic banking transaction or communication and the loss arising therefrom; and (iv) the loss was not caused by your negligence, fault or willful misconduct.

You agree you are responsible for verification of the authenticity and validity of all cheques and instruments both deposited and drawn on your account(s). The Credit Union shall have no duty, responsibility or obligation to review, examine or confirm the payee name, endorsement, signature, amount or other information appearing on any cheque or other instrument and you release the Credit Union from all claims concerning the number of endorsements or signatures required on any cheque or other instrument even if the Credit Union did not verify the information. **For clarity, where more than one sign is specified, this is for your own internal control purposes only. The Credit Union does not monitor for multiple signatures and may honour, rely and act upon only one authorized signature.**

5. **COLLECTION AND USE OF INFORMATION** – In providing financial services to you the Credit Union will be collecting and gathering personal, financial and credit information from you (Information) to: (i) meet regulatory and legal requirements; (ii) establish, **and verify and/or authenticate** the identity of signing authorities; (iii) protect you and the Credit Union from illegal activity; (iv) determine the suitability of products and services to you, and your eligibility for products and services, including determining your eligibility for credit and receiving and exchanging Information on an ongoing basis with other credit suppliers and credit reporting agencies; (v) open, operate and administer products and services, which you have requested, including providing Information to related service providers involved in the operation and administration of those services on behalf of the Credit Union; (vi) provide you with information or advice on products and services that may be of interest to you (whether you currently have a product or service with the Credit Union); (vii) conduct research to assist the Credit Union in designing products and services and determining products and services that may be of interest to you and to obtain your feedback on current products and services; (viii) disclose Information to third parties in connection with the ongoing management of the Credit Union's assets (including the assignment or sale of loans) and the further subsequent collection, use or disclosure of that Information by those third parties and any of their agents or assignees for the purposes of managing those assets; (ix) provide ombudsman or

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mediation services to address concerns with Credit Union products or services raised by you.

You understand that the Credit Union requires and may use your Social Insurance or Business Number, as may be applicable, as an aid to identify you with credit bureaus and other financial institutions for credit matching purposes or for income tax reporting purposes on interest bearing or investment accounts. You also understand that the provision of a Social Insurance Number for credit matching purposes is optional and not a condition of service.

You understand that the Credit Union needs your consent to collect, use and disclose Information gathered about you except when the law allows the Credit Union to do so without your consent. For that purpose you authorize, consent to, and accept this as written notice of the Credit Union obtaining, gathering, copying, scanning, updating, **using**, disclosing, sharing or exchanging such Information about you at any time for the purposes described including from or with any credit reporting agencies, credit grantor or other entity in connection with your account and any relationships between us or those which the Credit Union or you wish to establish. The Credit Union may use this Information for so long as it is needed for the purposes described. You understand that you can ask the Credit Union to stop using Information to offer you other products or services at any time. You also understand that you may ask the Credit Union to stop using the Social Insurance number for credit matching purposes at any time.

You understand it is necessary to keep your Information current and you agree to notify the Credit Union of any changes in your Information.

You acknowledge that for the purpose of ascertaining and recording identity and providing specimen signatures the personal information of signing authorities may be recorded with and disclosed to other signing authorities. You undertake and agree to ensure all signing authorities are aware and have consented to such disclosure.

For the purpose of this authorization, related service providers mean Credit Union affiliates and service suppliers with which the Credit Union has entered into an agreement to provide products and services to Credit Union members and customers under conditions that protect the privacy of Information, and that are engaged in the business of providing services or products to the public in Canada including, but not limited to, deposits, financing arrangements, credit, charge and payment card services, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, educational and consulting services.

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

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

6. **PRIVACY** – Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

7. **ELECTRONIC COMMUNICATION** - If you provide the Credit Union with a fax number, email address, cell phone number or contact information for any other electronic communication medium, you are

consenting to and authorizing the Credit Union to communicate with you electronically via that medium and to accept and act upon direction received via that medium. You recognize such electronic communications may not be completely secure and you agree to accept that risk and to take such steps you deem necessary to ensure the medium is secure. You acknowledge and agree that the Credit Union may, in its sole discretion, require additional instruction, documentation and/or verification before accepting or acting upon any electronic communication from you. You acknowledge and agree that the Credit Union may not be responsible for any damages you may incur in the event that: (i) a third party obtains access to confidential information via the electronic communication exchange; or (ii) the Credit Union acts upon an unauthorized electronic banking transaction or communication received via that medium.

8. **CHANGES TO THE AGREEMENT** – The Credit Union may make changes to this Agreement to correct clerical errors without notice to you. The Credit Union may make other changes to the Terms and Conditions if they notify you of such changes. The Credit Union may give you this notice by posting on the Credit Union's website (if applicable) AND either by mail OR electronically if you bank electronically. Use of any of the account(s) after the effective date of the changes is your acceptance of the changes.

9. **CLOSING ACCOUNTS** – The Credit Union may close your account(s) without notice to you if you do not operate your account or conduct your business at the Credit Union in a satisfactory manner, for example if you maintain an unauthorized overdrawn balance due to NSF cheques **or other debit items** or outstanding service charges or if, in the Credit Union's opinion, there is illegal, unusual, improper or suspicious activity in your account(s). The Credit Union may close your account(s) without reason by giving you at least 30 days' notice. The Credit Union may apply any of your funds to any debt of yours.

10. **FEES** – The Credit Union may charge its usual fees and charges for the operation of the account(s) and conducting transactions at the rates established by it from time to time and may debit the account(s) from time to time for the amount of such fees and charges. You understand the Credit Union will give 30 days' notice of any change in fees or charges.

11. **STOP PAYMENTS** – If you ask the Credit Union to "stop payment" on a cheque or other **debit item instrument** whether in writing, orally or electronically, you understand the Credit Union will use reasonable diligence to meet the request; however the Credit Union cannot guarantee the stop payment will be effective. You agree any one signing authority or other individual you have authorized may provide a stop payment direction to the Credit Union. If you ask the Credit Union to stop payment you will provide the Credit Union with as much information as possible to identify the cheque **or other item** including your account number, the amount, date, payee and the number of the cheque or **instrument item**. You understand your instructions must be received in sufficient time for the Credit Union to act on your instructions. If you ask the Credit Union to stop payment on a cheque or other **instrument item**, you agree to indemnify the Credit Union and hold the Credit Union harmless for all expenses, costs, damages and liability which may arise from the stop payment request, whether it is effective or not, including without limitation any expenses, costs, damages and liability for:

- a. refusing to pay the cheque or **instrument item**;
- b. making payment of the cheque or **instrument item** contrary to the stop payment request whether as a result of timing, notice, inadvertence, accident, equipment failure or otherwise.

12. **DEBITING THE ACCOUNT** – The Credit Union may debit your account(s) for all cheques, bills of exchange or other instruments and any authorized debit transactions, whether electronic, voice response, written or otherwise, and may carry out any of your instructions in connection with this account(s). The Credit Union may charge and debit your account(s), whether single or jointly owned, for any debt owed to it, whether it is a joint or sole liability. Should any instruments

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received by the Credit Union for your account(s) be lost or stolen or otherwise disappear from any cause whatsoever, other than the Credit Union's negligence, the Credit Union may charge the same to your account(s).

13. **OVERDRAFTS** – You shall pay on demand any overdraft which the Credit Union in its absolute discretion may permit against the account(s) together with interest thereon at the interest rate charged by the Credit Union from time to time for overdrafts and any overdraft charges established by the Credit Union from time to time. The overdraft rate is posted at the Credit Union and identified in statements or publications made available to you. The Credit Union may transfer from any of your accounts including any joint account such funds as are necessary to pay any such overdraft.
14. **DEPOSITS** – You may make deposits to any of your accounts when the Credit Union is open for business, through ATM, or electronically if available and you agreed to the terms of any required electronic access agreement. The Credit Union may decide which of your accounts to credit any deposit to if you do not indicate the appropriate account. All deposits credited to your account(s) are subject to clearing and final payment. The Credit Union may place a hold on a deposit to determine if it will be honoured when presented for payment. Notwithstanding that a hold may have been placed on a deposit if a cheque or other credit item is returned to the Credit Union unpaid for any reason, the Credit Union may charge the amount of the returned cheque or item, plus any interest which may have accrued and all expenses, fees and charges the Credit Union may have incurred in attempting to collect the cheque or other item to your account(s).
15. **ASSIGNMENT OF ACCOUNTS** – No assignment of any account other than to the Credit Union is valid or binding upon the Credit Union.
16. **INACTIVE ACCOUNTS** – Your account(s) will be considered inactive if you do not complete a transaction or request or acknowledge a statement of account for a period of two years. If your account(s) becomes inactive, the Credit Union may require you to visit the Credit Union and present acceptable proof of identity and address in order to reactivate the account(s). The Credit Union may consolidate inactive accounts as it sees fit.
17. **ACCESSING ACCOUNTS** – You may access your account(s) within the Credit Union branches, through designated automated machines (ATMs), Direct Payment terminals, via telephone or through internet banking or other electronic and mobile banking services or mediums. The terms of any ATM, or member or debit card Agreement and/or any Electronic services agreement or the like Access Agreement also apply when you access your account through the services or mediums described in such agreements through automated machines or electronically. The Credit Union may require you to come to a branch to conduct a transaction and may refuse a deposit to an account or refuse to accept any item for deposit. The Credit Union may require up to 30 days' notice, for you to withdraw monies from your accounts. Access to your account may be subject to daily or transaction limits as set by the Credit Union. The Credit Union may refuse to release funds in your account if it is required to do so by any legal authority or if in the Credit Union's opinion there is any unusual, improper or suspicious activity in the account or where there is a dispute as to entitlement to such funds or the ownership of the account. The Credit Union may also apply to court for directions or pay the funds into court. The Credit Union will be entitled to fully recover any costs or expenses incurred by it arising from any such dispute over the funds in your account.
18. **APPOINTING AN ATTORNEY** - If you are an individual, you may appoint a power of attorney to act for you in respect of your account. However, the Credit Union, in its sole discretion, may require additional documentation and/or verification before accepting a power of attorney or acting upon the instruction of any attorney or processing any transaction by the attorney. You consent to your attorney having the same right of access to your account(s) as you do, including to any joint account(s) and including to any previous account history. You agree to indemnify and save the Credit Union harmless from any claims associated with or arising from the actions of your attorney in respect of your account(s).

18-19. PRE-AUTHORIZED DEBIT ARRANGEMENTS – You may make arrangements with a third party to have payments withdrawn from your account and sent directly to that third party on a regular basis. You recognize that such arrangements are separate arrangements between you and the third party and that you must ensure that the account information which you provide to the third party is accurate and that you are responsible to notify the third party of any relevant changes to your account information. You also acknowledge that the Credit Union's role with respect to any claim you may make for reimbursement of any pre-authorized debit is solely to forward the complaint to the proper authority under the Canadian Payments Association Rules related to such arrangements.

19-20. DISHONoured CHEQUES OR DEBIT ITEMS – The Credit Union may debit the account(s) for all dishonored cheques or other debit items or transactions of any kind which may have been deposited to the account and which are not paid on presentation. You agree to pay any service fees or NSF charges in connection with a dishonored cheque or other item. You waive, presentment, protest and notice of the dishonor of each such document where there is an endorser other than you.

20-21. SPECIMEN AND ELECTRONIC SIGNATURE – Signatures on the Signing Authorities and Specimen Signature Document Agreement or on identification or other documentation presented to the Credit Union may be taken by the Credit Union as specimen signatures for the purposes of dealing with the account(s). The Credit Union may also require you to complete other signing authorities and specimen signature documents to operate the account. Account opening documents may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

21-22. DIGITAL IMAGES OR ELECTRONIC REPRESENTATIONS – REMOTE CHEQUE CAPTURE - You acknowledge that digital images or electronic representations of cheques or other instruments may be made or captured and used by financial institutions involved in the exchange or clearing of payments, in which case the original paper item may be destroyed and not returned to you. The Credit Union is entitled to act upon such images or representations for all purposes as if they were paper items. The Credit Union may reject any cheque or other instrument that does not comply with the Credit Union's policies and standards. If you have cheques printed by a vendor not approved by the Credit Union or use security features or otherwise complete the cheque or other instrument in a manner that causes critical data to disappear or obscure upon imaging, you agree to bear the risk of any loss, damage or expense.

22-23. CANADIAN PAYMENTS ASSOCIATION – The Credit Union may use clearing arrangements made pursuant to the Bylaws and Rules of the Canadian Payments Association as amended or adopted from time to time in all dealings with your account(s). The Credit Union is not responsible for any loss occasioned by using such clearing arrangements nor for any delay or failure to exercise Credit Union rights or powers under such clearing arrangements.

23-24. INDEMNITY – If your statements, instruments, debit memos and vouchers are lost, stolen or destroyed, you shall accept the Credit Union records as conclusive proof of the correctness and authenticity of the items or entries so recorded therein and agree to hold the Credit Union free from all liability and to indemnify and save the Credit Union harmless from any loss, claim or demand made upon the Credit Union as a result of such loss, claim or demand.

24-25. RECORDS – The Credit Union may create and retain such records as necessary to comply with legal and regulatory requirements including retention of telephone or electronic instructions.

25-26. FOREIGN CURRENCY TRANSACTIONS - Any foreign currency transaction will result in the foreign currency being converted to Canadian dollars at the exchange rate in effect on a date determined by the Credit Union, which may be different from the date you request

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the transaction. If a foreign currency transaction must be reversed, for any reason, you will be responsible for any loss or cost associated with the currency exchange, and the Credit Union may charge this loss or cost to your account. The Credit Union is not responsible for any increase or reduction in the value of your account due to changes in foreign currency exchange rates or for the unavailability of funds due to foreign currency restrictions.

~~26-27~~. **ATTACHMENTS** – Any attachments form part of the account opening documents and these Terms and Conditions apply.

~~27-28~~. **ASSIGNMENT OR SALE BY CREDIT UNION** – The Credit Union may transfer, by way of assignment, arrangement, sale or otherwise, any or all of its rights under this Agreement.

~~28-29~~. **LIABILITY OF THE CREDIT UNION** – The Credit Union is not liable for any delay, loss, damage or inconvenience which results from providing or failing to provide a service except where such loss results from technical problems, errors, system malfunctions for which it is solely responsible. The Credit Union is not responsible for any failure, error or delay by any third party. Under no circumstances is the Credit Union responsible for any indirect, consequential, special, aggravated or punitive damages, however, caused to you or suffered by you regardless of how caused. The Credit Union is not responsible for any errors which result from you incorrectly providing any account number, dollar amount or other information required for the operation of your account(s).

~~29-30~~. **JOINT ACCOUNTS** – If the Applicant(s) has a joint account, this is your joint instruction and the account operated under this instruction shall be a joint account, regardless of how it may be named. Also:

- a. Unless otherwise designated on any other signing authority document, any signor may withdraw or write cheques or instruments, or process other authorized debit transactions, whether electronic, voice response, written or otherwise, on any account. Such withdrawal or payment is valid and shall release and discharge the Credit Union from any liability;
- b. The Credit Union is authorized to credit to the account any deposit made by any one or more of you including all monies and the proceeds of any instrument. The Credit Union is also authorized to credit to the account any like deposit made by any other person for the credit of any one or more of you. The Credit Union may endorse any instrument for any one or more of you, and the Credit Union may charge to the account any instrument credited as aforesaid that is returned unpaid;
- c. You jointly and severally agree to pay any overdraft or other indebtedness or liability to the Credit Union arising out of the operation of the account as provided in this agreement;
- d. In the case where the account involves two or more sole proprietors, the account shall be without survivorship unless otherwise designated. In the case of a partnership the survivorship shall be dictated by the partnership agreement or other document and in the absence of any other designation shall be deemed to be without survivorship. In the case of an entity and an individual or sole proprietor the account shall be without survivorship unless otherwise designated. Where there is a separate agreement in connection with a specific deposit the survivorship designation in that agreement shall apply.

If the account is owned jointly without survivorship, upon the death of one of you, the account shall be paid upon joint direction from the remainder of you and the legal representatives of the estate of the deceased. If the account is owned jointly with right of survivorship that means that if one of you dies, all money in the account automatically becomes the property of the survivor(s) and after your death, the Credit Union will only have obligations with respect to the account to the survivor(s), and anyone else making a claim against the account must deal with the survivor(s). Despite the above, if one of you dies, the Credit Union, in its sole discretion, may refuse to release funds in your accounts until it receives joint direction from the survivor(s) and the legal representatives of the

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

- e. Any one of you may sign receipts for vouchers and acknowledgments of the correctness of the account, authenticity of vouchers and release as required by the Credit Union.

~~30-31~~. **TRUST ACCOUNT** – If a trust account is designated in the account opening documents, the Applicant is Trustee. The Trustee is legal owner of the account. You understand that the Credit Union is not required to recognize anyone other than the Applicant as having an interest in the account. Where the Credit Union opens an account which has been designated as a Trust Account or similar designation whether for a specified party or not, the Credit Union will continue to accept all instructions respecting the account only from the Applicant and is not obliged to obtain any consent from or see to the execution of a trust for any other person absent a specific written agreement by the Credit Union to the contrary.