



TERMS AND CONDITIONS FOR FINANCIAL SERVICES - PERSONAL

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 - Personal and the Personal Account Opening and Specimen Signature Agreement and other account opening documents, as the case may be, you and the Credit Union shall refer to the Credit Union. I, me, my and us refer to the Applicant(s). 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.
- 2. **THESE TERMS AND CONDITIONS** - I understand and agree that these Terms and Conditions will apply to each personal account opened for me at the Credit Union and that I should read and retain them. They replace all prior Terms and Conditions of Financial Services for personal accounts. I understand you may make changes to these Terms and Conditions from time to time. If I am a youth under the age of 12 or my parent or guardian may also sign on my account(s), I understand my parent or guardian will be provided with a copy of these Terms and Conditions.
- 3. **FAIR DEALINGS** - The Credit Union is committed to fair dealing and transparency in its customer relationships. It will provide relevant and meaningful information in an understandable manner so that I am able to make informed decisions regarding the products and services the Credit Union offers. To assist the Credit Union in meeting this commitment, I will identify my financial needs, provide information relevant to those needs and keep that information current at the Credit Union. To obtain further details about the Credit Union's Market Code, please contact the Credit Union.
- 4. **DEBITING MY ACCOUNT** - You may debit my 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 my instructions in connection with my account(s). You may charge and debit my account(s), whether single or jointly owned, for any debt I owe to you, whether it is a joint or sole liability. Should any instruments received by you for my account(s) be lost or stolen or otherwise disappear from any cause, other than your negligence, you may charge them to my account(s).
- 5. **OVERDRAFT PROTECTION** - If I wish Overdraft Protection I understand I must apply and be approved for it. Every account does not come with Overdraft Protection. If I have been approved for Overdraft Protection with my account, I can borrow up to the limit set by the Credit Union (the "Limit"). The Credit Union may change the Limit or terminate the Overdraft Protection at any time, at its sole discretion, on notice to me. Once terminated, Overdraft Protection is no longer available to me.

I can use the Overdraft Protection if there are not enough funds in my account(s) to cover a cheque I have written or a withdrawal I have made up to the Limit. I may access the Overdraft Protection by writing cheques or by any other debit transaction I initiate all of which shall be considered an advance or loan to me. All deposits or credits to my account or a linked deposit account to which the Overdraft Protection is attached will constitute a payment on the Overdraft Protection and for the purposes of The Personal Property Security Act shall constitute a debtor initiated payment.

I will pay the Credit Union interest on all amounts advanced up to the Limit from the date of the advance, as well after as before maturity, default or judgment at the rate of interest charged by you from time to time for Overdraft Protection and any Overdraft Protection charges established by the Credit Union from time to time. If not paid, the Credit Union may advance on the Overdraft Protection to pay such interest. I agree to pay the amount owing on the Overdraft Protection including interest Upon Demand by the Credit Union. If I default on payment, I agree to pay the charges applicable to Overdraft Protection.

If I overdraw the approved Overdraft Protection Limit or if there is no Overdraft Protection on my account I promise to pay upon your request any amounts that overdraw my account(s) ("an overdraft") which you in

your absolute discretion may permit together with interest on such overdraft at the interest rate charged by you from time to time and any overdraft charges established by the Credit Union from time to time. You may transfer from any of my accounts including any joint account such funds as are necessary to pay any such overdraft.

The Overdraft Protection rate and any overdraft rate, if different, is posted at the Credit Union and identified in statements or publications made available to me. Interest accrues daily and is payable monthly.

Any Overdraft Protection is subject to the applicable lending policy on qualification and approval.

- 6. **ACCOUNT STATEMENTS** - You may send statements relating to the operation of my account(s) to me by mail with or without instruments at my address or make such statements available to me in electronic format. If I wish to receive my statements in electronic format only, I will indicate that to you. When I ask you to provide statements in electronic format only I understand I will no longer receive paper statements. Electronic statements will be available online for a limited time from the statement date. Should I require a permanent record I will print or save a copy of any statements I require. If I change my address or any other contact information, I will advise you in writing within 30 days. Should you not be able to contact me, for the purpose of communicating with me I consent and agree to you contacting any Alternate Contact I have provided. I will examine my statements and tell you of any errors, irregularities or forgeries. Unless such errors, irregularities or forgeries are brought to your attention in writing or through email if I have electronic access, I understand and agree that after the 30 days have expired, the statement and the balance shown on it are considered correct and that all payment and transactions are genuine and properly charged against my account(s). If I do not contact you within 30 days, I understand I will release the Credit Union from all claims in respect to the account(s) and I will have no claim against you for reimbursement even if the instrument charged to my account was forged, unauthorized or fraudulent. Statements forwarded to me by mail are deemed received by me on the day after mailing. Statements provided electronically are deemed received by me on the last day of the month for which the statement applies. Where the account is joint you may send statements to one of us. You may utilize electronic imaging and retention in connection with my account transactions and need not provide me with original instruments.
- 7. **DEPOSITS** - I may make deposits to any of my accounts when you are open for business, through ATM, or electronically if available, and I have agreed to the terms of any required electronic access agreement. You may decide which of my accounts to credit any deposit to if I do not indicate the appropriate account. All deposits credited to my account(s) are subject to clearing and final payment. At your discretion you 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 you unpaid for any reason, you may charge the amount of the returned cheque or item, plus any interest which may have accrued and all expenses, fees and charges you may have incurred in attempting to collect the cheque or other item to my account(s).
- 8. **ASSIGNMENT OF ACCOUNT** - No assignment of any account other than to you is valid or binding upon you.
- 9. **CLOSING MY ACCOUNT** - You may close my account(s) without notice to me if I do not operate my account(s) or conduct my business at the Credit Union in a satisfactory manner, for example if I maintain an unauthorized overdrawn balance due to NSF cheques or outstanding service charges or I use the account(s) for illegal purposes. You may close my account(s) without reason by giving me at least 30 days' notice. You may apply any of my funds to any debt of mine to you.
- 10. **INACTIVE ACCOUNTS** - My account will be considered inactive if I do not complete a transaction or request or acknowledge a statement of account for a period of two years. If my account(s) becomes inactive, you may require me to visit the Credit Union and present acceptable proof of my identity and my address in order to reactivate my account(s). You may consolidate my inactive accounts as you see fit.



11. **ACCESSING MY ACCOUNT(S)** – I understand I may access my account within your branches, through designated automated machines (ATMs), Direct Payment terminals, via telephone or through internet banking. I acknowledge that the terms of any ATM or member card Agreement and any Electronic Access Agreement also apply when I access my account through automated machines or electronically. I acknowledge that you may require me to come to a branch to conduct a transaction and that you may refuse a deposit to an account or refuse to accept any item for deposit. You may require up to 30 days' notice, for me to withdraw monies from my accounts. Access to my account may be subject to daily or transaction limits as set by you. You may refuse to release funds in my account if you are required to do so by any legal authority or if in your 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. I understand the Credit Union may also apply to court for directions or pay the funds into court. I agree the Credit Union will be entitled to fully recover any costs or expenses incurred by you arising from any such dispute over the funds in my account.
12. **APPOINTING AN ATTORNEY** - I understand I may appoint a power of attorney to act for me in respect of my account. However, the Credit Union may, in its sole discretion, require additional documentation and/or verification in order to process a transaction by the attorney. I consent to my attorney having the same right of access to my account(s) as I do, including to any joint account(s), and including to any previous account history. I agree to indemnify and save you harmless from any claims associated with or arising from the actions of my attorney in respect of my account(s).
13. **FEES** – You may charge your usual fees and charges for the operation of my account(s) and conducting transactions at the rates established by you from time to time and you may debit my account(s) from time to time for the amount of such fees and charges. I understand you will give 30 days' notice of any change in fees or charges.
14. **DISHONoured CHEQUES** – You may debit my account(s) for all dishonoured cheques or other items or transactions of any kind which may have been deposited to my account(s) and which are not paid on presentation. I agree to pay any service fees or charges in connection with a dishonored cheque. I waive presentment, protest and notice of the dishonour of each such document where there is an endorser other than me.
15. **STOP PAYMENTS** – If I ask you to "stop payment" on a cheque or other instrument whether in writing, orally or electronically, I understand you will use reasonable diligence to meet my request, however, you cannot guarantee the stop payment will be effective. If I ask you to stop payment I will provide you with as much information as possible to identify the cheque including my account number, the amount, date, payee and number of the cheque or instrument. I understand my instructions must be received in sufficient time for you to act on my instructions. If I ask you to stop payment on a cheque or other instrument, I agree to indemnify you and hold you 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 or liability for:
 - a. refusing to pay the cheque or instrument;
 - b. making payment of the cheque or instrument contrary to the stop payment request whether as a result of timing, notice, inadvertence, accident, equipment failure or otherwise.
16. **COLLECTION AND USE OF INFORMATION** – In providing financial services to me, I understand you will be collecting and gathering personal, financial and credit information from me (Information) to: (i) to verify my identity; (ii) understand my needs and eligibility for products and services; (iii) open, maintain and administer my account and provide me with financial services that meet my needs; (iv) obtain credit reports and evaluate my credit rating and credit worthiness; (v) to administer and manage security and risk in relation to my account and the financial services provided to me; (vi) comply with legal and regulatory requirements; (vii) assist in dispute resolution; (viii) offer and provide me with the other products and services of the Credit Union and of its affiliates and service suppliers.

I understand that you require and may use my Social Insurance Number as an aid to identify me with credit bureaus and other financial institutions for credit matching purposes and for income tax reporting purposes on interest bearing or investment accounts. I understand that the provision of my Social Insurance Number for credit matching purposes is optional and not a condition of service.

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

I understand it is necessary to keep my Information current and I agree to notify you of any changes in my Information.

For the purpose of this authorization, your affiliates and service suppliers mean Credit Union affiliates and service suppliers 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 service, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, education and consulting services.

To assist in providing financial services, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States 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.

17. **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.
18. **SPECIMEN & ELECTRONIC SIGNATURE** – My signature on the Financial Services and Account Opening Agreement – Personal or the Personal Account Opening and Specimen Signature Agreement, as the case may be, may be taken by you as a specimen signature for the purposes of dealing with my account(s). You may require me to complete other specimen signature cards as may be necessary. 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.
19. **ELECTRONIC COMMUNICATION** – If I provide the Credit Union with a fax number, email address, cell phone number or contact information for any other electronic communication medium, I am authorizing the Credit Union to communicate with me electronically via that medium. I recognize such electronic communications may not be completely secure and I agree to accept that risk and to take the steps I deem necessary to ensure the medium is secure. I acknowledge and agree that the Credit Union will not be responsible for any damages I may incur in the event that a third party obtains access to confidential information via the electronic communication exchange.
20. **CANADIAN PAYMENTS ASSOCIATION** – You may use clearing arrangements made pursuant to the Bylaws and Rules of the Canadian Payments Association as amended or adapted from time to time in all dealings with my account(s). You are not responsible for any loss occasioned by using such clearing arrangements nor for any delay or