



# Business Member Application — Sole Ownership, Partnership, Corporation Account Agreement Terms and Conditions

In return for the Credit Union agreeing to operate the Account for the Depositor, the Depositor agrees as follows:

## DEFINITIONS

**"Account"** means any of the Depositor's accounts or subaccounts (if applicable) held at the Credit Union under the Account Number set out in this Business Member Application.

**"ATM"** means automated teller machine.

**"Authorized User"** means the Depositor and any person authorized by the Depositor (or in the case of an unincorporated association, by the association) to sign cheques, other orders for payments of money (either alone or with another person) on the Account, or conduct other Transactions on the Account using Member Card® Services and for whom notice of such authorization has been given to the Credit Union.

**"Biller"** means a person who utilizes the EDP Services to deliver bills and invoices to their customers electronically.

**"Certified Facsimile Signature"** means a Facsimile Signature of which a certified copy has been given to the Credit Union according to section 1 of this Agreement.

**"Debit Card"** means a Member Card® electronic transmission card.

**"Debit Card Transaction"** means any transaction processed to the Account by or through the use of a Debit Card.

**"Direct Services"** means the services offered by the Credit Union from time to time that let the Authorized User access the Account using a telephone, a computer, or any other electronic device. It does not include card services such as Debit Cards or smart cards or service provided by a Third Party.

**"EDP Services"** means an electronic mail service provided by EPO Inc. (doing business as epost) that facilitates the delivery of bills and invoices from Billers to their customers using Direct Services.

**"Email Money Transfer Answer"** means the word or phrase created by the sender of an email money transfer and used by the recipient to claim or decline the money transfer using EMT Services.

**"EMT Services"** means the money transfer service provided by Acxsys Corporation (doing business as CertaPay) that facilitates the sending and receiving of money transfers using email through Direct Services to and from Participating Financial Institutions, and/or CertaPay payment service.

**"Facsimile Signature"** means a signature engraved, lithographed, printed, stamped, or otherwise mechanically reproduced or computer-generated on an Instrument.

**"Instrument"** means any document, including a cheque, promissory note, bill of exchange, order for payment, or receipt.

**"Member Card® Services"** means the services offered by the Credit Union from time to time allowing the Authorized User with a Member Card® Debit Card and a PIN to access the Account by electronic means.

**"Night Deposit Service"** means the service that allows the Authorized User to make deposits or to leave items for safekeeping after regular business hours.

**"Overdraft Rate"** means that per annum rate of interest, regardless of compounding frequency, designated by the Credit Union as its "Overdraft Rate" from time to time.

**"PAC"** means the access code or word used with Direct Services to access the Account. It does not refer to the PIN used with card services.

**"PAD"** means a Pre-authorized Debit.

**"Participating Financial Institution"** means a financial institution participating in EMT Services.

**"PIN"** means the personal identification number selected by the Authorized User permitting access to the Account with the Debit Card.

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

**"Point-of-Sale Transaction"** means the use of the Debit Card and the PIN as may be permitted from time to time by the Credit Union for: (1) the transfer of funds from the Account to purchase or lease goods or services from a merchant (the "Merchant"), (2) the transfer of funds from the Account to obtain a voucher, chit, scrip, token, or other thing that may be exchanged for goods, services, or money, or (3) the transfer of funds into the Account from an account of a Merchant (e.g. a refund).

**"Pre-authorized Debit"** means a Transaction debiting the Account that is processed

electronically by a financial institution in accordance with the Depositor's written request.

**"Remote Instructions"** means instructions given by the Authorized User to the Credit Union from a remote location using telephone, cellular, facsimile, or email transmission in order to operate the Account or make other transactions and arrangements with the Credit Union.

**"Rules"** mean the rules of the Canadian Payment Association.

**"Third Party"** means any person, firm, corporation, association, organization, or entity other than the Credit Union or Credit Union Central of British Columbia.

**"Transaction"** means any transaction processed to the Account.

## OPERATION OF THE ACCOUNT

- AUTHORIZED USERS** – If the Depositor is not a sole ownership, the Depositor will provide the Credit Union with:
  - a certified copy of the resolution of the business or organization setting forth the number and combination of signatures required to operate the Account, and the names and specimen signatures of the Authorized User(s) authorized to sign for the business or organization in operating the Account, and, where applicable, the names of any other persons with whom the Credit Union may communicate in respect of the operation of the Account, and
  - a replacement certificate, completed as described in a) above, any time the Authorized Users or other authorized persons change.

The Credit Union will be entitled to rely on the information and specimen signatures contained in the last certified resolution the Depositor delivered under this section.

- TRADE NAME** – In return for the Credit Union agreeing to deal with cheques and other Instruments made payable to, or endorsed in favour of, the trade name noted in this Agreement as though such cheques and other Instruments were made payable to, or endorsed in favour of, the Depositor in the Depositor's name, the Depositor agrees that the Depositor will be liable and responsible to the Credit Union for such cheques and other Instruments as though they were made payable to or endorsed in favour of the Depositor in the Depositor's name.

The Depositor hereby agrees to indemnify and save the Credit Union harmless for all liability, costs, damages, and expenses incurred by the Credit Union by reason of the Credit Union dealing with cheques and other Instruments made payable to, or endorsed in favour of, the trade name. This indemnity will enure to the benefit of the Credit Union and will be binding upon the Depositor and the Depositor's successors and assigns.

- FORMS** – The Depositor will use only such cheques and other withdrawal and deposit Instruments as may be authorized by the Credit Union from time to time.
- SERVICE CHARGES** – The Depositor will pay the service charges that the Credit Union establishes from time to time for operation of the Account, including, without limitation, service charges for providing records regarding the Depositor that the Credit Union is legally required to provide. The Credit Union may deduct such charges, when due, from the Account. New or amended fees will only become effective 30 days after publication by the Credit Union.
- DEPOSITS AND COLLECTIONS** – The Credit Union may:
  - collect or present for acceptance or payment, through such banks or other agents as the Credit Union may deem best, all cheques or other Instruments delivered by the Depositor for deposit, discount, collection, or otherwise, and
  - accept in payment of or remittance for such cheques or other Instruments, cash or bank drafts, cheques, settlement cards, clearing house slips, or any other evidence of payment from the banks or other agents.

The banks or other agents described in a) and b) above will be deemed the Depositor's agent and not the Credit Union's agent.

The Credit Union will not be liable for:

- any loss resulting from the acceptance of such evidence as a payment in lieu of cash,
- the failure of any bank or any agent to remit the same,
- the nonpayment of any cheque, bank draft, settlement card, clearing house slip or any other evidence of payment accepted in payment or as a remittance from any other bank or agent, or
- the default, neglect, or mistakes of any such banks or agents.

The Credit Union will be responsible only for the monies actually received by the Credit Union from such banks or agents.

- NIGHT DEPOSIT SERVICE** – At the Depositor's request, the Credit Union will accept for deposit monies or negotiable Instruments acceptable to the Credit Union placed in an envelope or deposit bag supplied by the Credit Union and placed by the Depositor in the

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

night depository provided that the monies and negotiable Instruments are accompanied by a properly completed deposit slip signed by the Depositor and enclosed in the same envelope or deposit bag.

The Credit Union will open the night depository on each business day of the branch during regular business hours and will deposit any monies and negotiable Instruments acceptable to the Credit Union in the manner directed by the Depositor on the properly completed accompanying deposit slip.

The Depositor agrees that the authorized Credit Union officers who open the night depository and deposit the monies or negotiable Instruments to the credit of the Account are acting as the Depositor's agent up to the time at which the monies or negotiable Instruments are actually entered and recorded as having been deposited to the Account and the Depositor nominates, constitutes and appoints any such authorized Credit Union officers to deposit any monies or negotiable Instruments placed by the Depositor in the night depository to the credit of the Account as directed by the accompanying deposit slip.

The Depositor acknowledges receipt of the number of access keys indicated on this Business Member Application form. The Depositor will not duplicate any keys without the Credit Union's prior written approval.

- 7. VERIFICATION AND ACCEPTANCE OF DEPOSITS AND TRANSACTIONS –** All deposits made to the Account are subject to verification as to the source of funds by the Credit Union and to its policies regarding the acceptance of funds for deposit in effect from time to time. Any credits for deposits and any applicable interest may be reversed if for any reason the Credit Union does not receive final payment in respect of such deposit.

All Transactions are subject to verification and acceptance by the Credit Union, and if not accepted will be reversed from the Account. Verification may take place at a date later than the date the Depositor authorized the Transaction, which may affect the Transaction date.

- 8. HOLD FUNDS –** The Credit Union may in its discretion apply a hold funds period on non-cash deposits.
- 9. ENDORSEMENT STAMP –** The Depositor may use a stamped impression bearing the Depositor's name to endorse cheques or other Instruments the Depositor delivers to the Credit Union for deposit, discount, collection or otherwise. Endorsement in such a manner will be as binding on the Depositor as an endorsement actually signed by the Depositor or by the Authorized User.
- 10. CHEQUES AND WITHDRAWALS –** The Depositor authorizes the Credit Union, without enquiry, to honour and pay all withdrawal slips and all cheques drawn on the Account, if:
- the cheques or withdrawal slips are signed by the Depositor or by the required number and combination of the Authorized Users of the Depositor, as described in the last resolution provided to the Credit Union under section 1 above, and
  - the signatures comply with the specimen signatures provided to the Credit Union,
- regardless that such cheques or withdrawal slips are
- drawn to the order of the Depositor or one of the Authorized Users on behalf of the Depositor who signed them,
  - payable to cash or bearer,
  - encashed or tendered to pay the obligations of the Depositor or one or more of the Authorized Users on behalf of the Depositor who signed the cheque or withdrawal slip, or
  - deposited to the credit of the Depositor or one of the Authorized Users who signed them on behalf of the Depositor.
- 11. LOST OR DESTROYED CHEQUE –** If a cheque drawn on the Account is lost or destroyed while in the possession of another financial institution or its agents, the Credit Union may, for all purposes, treat a copy of the cheque, certified as being a true copy by the other financial institution, as though it was the original cheque.
- 12. RETURNED ITEMS –** The Credit Union is authorized to debit the Account with the amount of any cheque or other Instrument that:
- is not paid on presentation,
  - having paid, the Credit Union may be called upon to refund,
  - may be dishonoured by nonacceptance or nonpayment,
  - that is drawn on the account of a party that is bankrupt or insolvent,
  - the proceeds of which, through no fault of the Credit Union, have been lost, stolen or destroyed,
  - the proceeds of which, for any reason, the Credit Union is unable to collect or withdraw,
  - has been cashed, negotiated or credited to the Account but that has not been found good, or
  - is found to be forged, fraudulent, counterfeit or unauthorized, regardless of whether or not the Instrument has cleared.

The Depositor hereby agrees to indemnify and save the Credit Union harmless for all liability, costs, damages, and expenses incurred by the Credit Union in connection with the foregoing and the Credit Union may debit the Account with such costs, charges and expenses. This indemnity will enure to the benefit of the Credit Union and will be

binding upon the Depositor and the Depositor's successors and assigns.

- 13. OVERDRAFTS –** If:
- the Credit Union honours a cheque or other Instrument drawn by the Depositor on any of the accounts, and insufficient funds stand to the credit of that Account to pay the cheque or Instrument in full,
  - a cheque or other Instrument delivered by the Depositor to the Credit Union for deposit, discount, collection or otherwise is returned to the Credit Union dishonoured, and insufficient funds stand to the credit of the Depositor's Account originally credited with the cheque or Instrument to permit the Credit Union to debit the full amount of the dishonoured cheque or Instrument from that Account, or
  - the Credit Union, charges a fee, service charge or other debit the Credit Union is authorized to charge to one of the accounts, and the funds standing to the credit of that Account are less than the amount charged to the Account,
- then such event may, at the discretion of the Credit Union, constitute:
- an application to redeem or transfer Credit Union shares owned by the Depositor or to withdraw or transfer monies on deposit from any of the accounts or any other Account in the Depositor's name, to the extent that the funds standing to the credit of the particular Account are insufficient to pay the cheque or Instrument in full, or to permit the Credit Union to charge the returned item or the fee, service charge or debit to that Account, and
  - an application for a loan to the extent that the shares or monies standing to the credit of the Accounts or any other Account in the Depositor's name are insufficient to permit the payment or charging described in d) above.

If the Credit Union grants a loan under section e) above, the loan will be immediately due and payable forthwith without demand and the Depositor will pay interest on the balance of the loan at the Credit Union's Overdraft Rate in effect from time to time.

The foregoing provisions do not give the Depositor any right to overdraw an Account or to authorize or permit anything, including a PAD, that would result in a negative balance in any Account.

- 14. OTHER CLAIMS ON THE ACCOUNT –** If the Credit Union receives notice of a possible claim against, or interest in, any of the accounts under any court order, statutory demand, or under the *Family Relations Act*, as amended from time to time, or under any legislation substituted for that Act, the Credit Union may refuse to permit the Depositor to have any dealings with any of the accounts, even if funds stand to the credit in any such Account. The Credit Union will not be liable for any loss or damage resulting from any refusal by the Credit Union under this section.
- 15. NO OBLIGATION –** Nothing in this Agreement will oblige the Credit Union to:
- honour any cheque or Instrument drawn by the Depositor on the Credit Union,
  - accept any monies for investment in shares or for deposit,
  - redeem shares,
  - transfer money, or
  - lend money to the Depositor.

## MEMBER CARD® AND DIRECT SERVICES

- 16. USE OF MEMBER CARD® AND DIRECT SERVICES –** The Credit Union will issue a Debit Card to an Authorized User on request of the Depositor, and will permit the Authorized User to select a PIN.

The Depositor may use or authorize the use of the Direct Services and/or the Member Card® Services to access any permitted Account and to conduct such Transactions as may be permitted by the Credit Union from time to time. The Depositor cannot use Direct Services and/or the Member Card® Services to transact on an Account that requires more than one authorization unless prior authorization is received in writing and at the Credit Union's discretion.

The Credit Union may from time to time add to or delete from the types of use permitted. A Debit Card's issue does not amount to a representation or a warranty that any particular type of service is available or will be available at any time in the future.

- 17. AUTHORIZATION FOR TRANSACTIONS –** The Depositor acknowledges and agrees that:
- using the PAC and/or PIN to conduct a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the Depositor in person or as otherwise contemplated or permitted by this Agreement,
  - the Depositor will be bound by each such Transaction, and
  - once a PAC and/or PIN has been used to effect a Transaction, the Transaction may not be revoked or countermanded.

This Agreement, and the fact that the Depositor has use of a Debit Card, does not give the Depositor any credit privileges or any entitlement to overdraw the Account, except as provided by separate agreement with the Credit Union.

The Depositor irrevocably authorizes and directs the Credit Union to debit or credit, as the case may be, the amount of any Transaction to the Account in accordance with the normal practices of the Credit Union, which may be amended from time to time without notice.

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

**18. BILL PAYMENTS THROUGH DIRECT SERVICES** – The Authorized User acknowledges and agrees that:

- a) bill payments made through Direct Services are not processed immediately and that the time period for processing depends upon a number of factors including, without limitation, when the bill payment is initiated and the internal accounting processes of the bill payment recipient;
- b) it is the responsibility of the Authorized User to ensure that bill payments are initiated in sufficient time for the payment to be received by the bill payment recipient before its due date; and
- c) the Credit Union will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in the processing of bill payments.

**19. PIW, PAC, AND PIN CONFIDENTIALITY** – The Credit Union may require the Depositor to select and use a PIW in connection with this Agreement. The Depositor will keep the PIW confidential and will only reveal it to authorized Credit Union officers from time to time.

The Depositor agrees to keep the PIW and/or PAC confidential and will not disclose it except to the Authorized Users on the Account. The Depositor agrees not to record the PIW and/or PAC in any format or medium. The Depositor is responsible for all use of the PIW and/or PAC and for all Transactions in the Account effected using Direct Services.

The Depositor acknowledges that the PIW and/or the PAC must be changed if there is a change in the Authorized Users on the Account. The Depositor may change the PIW and/or PAC at any time. The Depositor will change the PIW and/or PAC if and when required by the Credit Union. The Depositor acknowledges that the PIW and/or PAC must be changed if there is a change in the persons authorized to sign on the Account.

The Depositor will instruct each Authorized User to never select an obvious combination of digits of their PIN (e.g. their name, address, telephone number, birthdate, or social insurance number) and keep the PIN confidential at all times. If the Credit Union has provided the PIN to the Authorized User, the Depositor will instruct the Authorized User that the Credit Union has only disclosed the PIN to them and to no one else, and to never under any circumstances disclose the PIN to any other person. The Depositor will instruct the Authorized User to not keep a written record of the PIN, unless the written record is not carried next to the Debit Card and is in a form indecipherable to others. The Depositor will instruct the Authorized User to always screen the entry of the PIN with their hand or body.

The Depositor will advise the Authorized User that the Authorized User may, by notice in writing to the Credit Union, change the PIN at any time. The Depositor will cause the Authorized User to change the PIN if and when required by the Credit Union.

The Depositor acknowledges that the Credit Union may from time to time implement additional security measures, and the Depositor will comply with all instructions and procedures issued by the Credit Union in respect of such security measures.

**20. PADS** – If the Depositor has authorized PADS to be issued against the Account, the Depositor acknowledges that the Rules provide that under specified conditions claims for reimbursement of PADS may be made and:

- a) where the purpose of the PAD was for payment of goods and services related to the commercial activities of the Depositor, the time period for making a claim is ten business days from the date of debiting,
- b) the Depositor may not receive the statement of account for the Account before the ten-business-day period expires and the Credit Union is not obliged to otherwise notify the Depositor of PADS debited to the Account, and
- c) after the ten-business-day period expires, and whether or not the Depositor has been notified of the PAD being debited to the Account, the Depositor must resolve any dispute directly with the payee – the Credit Union will not be required to reimburse the Depositor for the amount of such PAD, notwithstanding any other provision of this Agreement.

The Depositor is responsible for PADS authorized by it, and agrees:

- a) to release and discharge the Credit Union from any and all claims and demands (except claims for reimbursement made within the ten-business-day period) in respect of PADS issued against the Account, and
- b) to indemnify and save the Credit Union harmless, from and against, all liability, cost, damages, and expenses incurred by the Credit Union in connection therewith. The above indemnity enures to the benefit of the Credit Union and will be binding upon the Depositor and the Depositor's successors and assigns.

**21. VERIFICATION OF ATM DEPOSITS** – Amounts credited to the Account as a result of deposits using the Member Card® Services may, at the Credit Union's option, not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured and collected. Any deposit made on any day during which the Credit Union is not open for business, or at any time during which the Credit Union is not open for business, may be credited to the Account on the next business day of the Credit Union.

The Depositor will not permit any Authorized User to deposit any coins, non-negotiable items, or anything not acceptable for deposit to the Account, into any ATM. The Depositor will pay to the Credit Union any damages, costs or losses suffered by the Credit Union as a result of any such deposit.

The Depositor authorizes and directs the Credit Union to debit the Account for the amount of all items deposited that are uncollected or dishonoured and for which the Depositor has received credit or cash, and the amount of any cash received by, or credited to, the Depositor for which the Credit Union is requested to debit the Account if there are not sufficient funds in the Account.

The Depositor will not effect a Transaction through the Debit Card that would result in a negative balance in the Account unless the Depositor has entered into a separate agreement with the Credit Union that permits that Transaction. The Depositor agrees to indemnify the Credit Union under section 51 e) in the event of any breach of this section.

**22. EDP SERVICES** – If the Credit Union through Direct Services makes EDP Services available and the Depositor uses the EDP Services:

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

**23. EMT SERVICES** – If the Credit Union through Direct Services makes EMT Services available and the Depositor uses the EMT Services, the Depositor acknowledges and agrees that:

- a) the EMT Service is only available in Canadian dollars,
- b) the Account will be debited when the Depositor initiates a transfer and the Credit Union will hold the transfer amount until the recipient successfully claims the transfer or the transfer is cancelled. The Credit Union will not pay interest on the transfer amount,
- c) transfers sent and received through the EMT Service are subject to number and dollar limits that may change from time to time without prior notice to the Depositor,
- d) the Credit Union 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, CertaPay, or a Participating Financial Institution,
- e) an email notice advising the recipient of the transfer will be generated approximately 30 minutes after the Depositor originates the transfer,
- f) as the sender, the Depositor will keep the Email Money Transfer Answer confidential and will not disclose it or share it with anyone but the intended recipient,
- g) the recipient must correctly provide the Email Money Transfer Answer to claim or decline the transfer,
- h) the Credit Union, the other Participating Financial Institution, CertaPay or CertaPay's agents, are entitled to pay the transfer amount to anyone who, using the EMT Service, claims to be the recipient and successfully provides the Email Money Transfer Answer,
- i) the Credit Union will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or obtaining the Email Money Transfer Answer,
- j) as the sender, the Depositor will not include the Email Money Transfer Answer in the transfer details,
- k) as the recipient, the Depositor will not disclose the Email Money Transfer Answer except as required to claim or decline the transfer,
- l) the recipient may claim a transfer using the online banking services of the Credit Union or another Participating Financial Institution or through the CertaPay payment service,
- m) if the recipient declines a transfer that the Depositor initiated, the transfer will be returned to the Depositor,
- n) funds usually arrive in the recipient's account within three to five business days from the day the recipient successfully claims the transfer. The Credit Union cannot guarantee the date of deposit,
- o) as the sender, the transfer will be returned to the Depositor 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 email address, as provided by the Depositor or if the recipient declines the transfer. The Depositor is responsible for providing the recipient's correct email address and further agrees that the recipient has consented to the Depositor's use of the email address for EMT Services purposes, including its provision to the Credit Union, the other Participating Financial Institution and CertaPay,
- p) if the recipient successfully claims the transfer using the CertaPay payment service but provides incorrect account information, CertaPay or its agent may request correct account information from the recipient or may mail a cheque to the recipient. The Credit Union will not pay interest on the transfer amount,
- q) the Credit Union may cancel a transfer if it has reason to believe that a mistake has occurred or if it believes that the transfer is a product of unlawful or fraudulent activity,



## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

- r) the Depositor is responsible for providing a valid email address and will immediately update it via Direct Services if there are any changes to said email address,
- s) as the sender, the Depositor may cancel a transfer up to the time the recipient successfully claims the transfer. As the recipient, the Depositor acknowledges that a transfer may be cancelled up to the time the Depositor successfully claims the transfer,
- t) all disputes will be handled directly between the sender and the recipient,
- u) the Credit Union may refuse to provide EMT Services for the Depositor,
- v) the Credit Union will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a transfer or for transfers claimed by someone other than the intended recipient.
- 24. FOREIGN CURRENCY TRANSACTIONS** – If the Depositor provides instructions to the Financial Institution on an Account that is denominated in a currency other than the currency of the Account, a conversion of currency may be required. In all such Transactions and at any time a conversion of currency is made, the Financial Institution may act as principal with the Depositor in converting the currency at rates established or determined by the Financial Institution, affiliated parties, or parties with whom the Financial Institution contracts. The Financial Institution, its affiliates, and contractors may earn revenue and commissions, in addition to applicable service charges, based on the difference between the applicable bid and ask rates for the currency and the rate at which the rate is offset in the market.
- 25. AVAILABILITY OF DIRECT SERVICES** – The Depositor acknowledges that the availability of Direct Services depends on telecommunication lines, computer hardware and software, and other equipment belonging to the Credit Union and to Third Parties. The Credit Union is not liable for any loss, damage, injury, inconvenience or delay of any nature or kind whatsoever, whether direct, indirect or consequential, that the Depositor may suffer in any way arising from the Credit Union providing or failing to provide Direct Services, or from the malfunction or failure of telecommunication lines, computer hardware, software or other equipment or other technical malfunctions or disturbances for any reason whatsoever, including the negligence of the Credit Union, from lost, incomplete, illegible, misdirected, or stolen messages, failed, incomplete, garbled, or delayed transmissions, or on-line failures. The Depositor releases the Credit Union from all claims in respect of any such loss, damage, inconvenience, injury or delay.
- 26. LOST OR STOLEN DEBIT CARD, OR COMPROMISED PIN** – If the Depositor suspects or becomes aware that the Debit Card is lost or stolen, or that the PIN has been made accessible to another person, then the Depositor will notify the Credit Union or its agent immediately, in person or by telephone. Notification will only be considered effectively given if an Authorized User speaks directly to an authorized Credit Union officer or its agent. Upon receipt of such notice the Depositor's liability for further use of the Debit Card will terminate. If the Depositor notified the Credit Union promptly and cooperated in any investigation, once the Credit Union is satisfied that the Depositor is the victim of fraud, theft, or coercion by trickery, force, or intimidation, the Depositor will be entitled to recover from the Credit Union any direct losses from the Account through the use of the Debit Card in such fraud, theft, or coercion.
- 27. RENEWALS** – The Depositor acknowledges the Credit Union may issue renewals and replacements of the Debit Card from time to time. The Depositor agrees that all Terms and Conditions of this Agreement, as changed from time to time, apply to such renewals and replacements of the Debit Card and that references to the Debit Card in this Agreement include all renewals and replacements thereof.
- 28. PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS** – In the event of a problem with a Debit Card Transaction or unauthorized Debit Card Transaction (other than a matter related to goods or services provided by Merchants) the Depositor will report the issue promptly to the Credit Union, and the Credit Union will investigate and respond to the issue on a timely basis. The Credit Union will not unreasonably restrict the Depositor from the use of any funds subject to dispute, so long as it is reasonably evident that the Depositor did not contribute to the problem or unauthorized Transaction. The Credit Union will respond to the reports of a problem or unauthorized Transaction within ten business days and will indicate what reimbursement, if any, will be made for any loss incurred by the Depositor. Reimbursement will be made for losses from a problem or unauthorized use in this time frame provided that on the balance of probabilities it is shown that the Depositor or the Authorized User did not contribute knowingly to the problem or unauthorized Transaction and that the Depositor or the Authorized User took reasonable steps to protect the confidentiality of their PIN. An extension of the ten-day limit may be necessary if the Credit Union requires the Depositor to provide a written statement or affidavit to aid its investigation.
- 29. MEMBER CARD® SERVICES DISPUTE RESOLUTION** – If the Depositor is not satisfied with the Credit Union's response, the Credit Union will provide the Depositor, upon request, with a written account of its investigation and the reason for its findings. If the Depositor is not satisfied, the issue will be referred for mediation to either a credit union system dispute resolution service, or if no such service is available, to an external mediator if agreed between the Depositor and the Credit Union. Neither the Credit Union nor the Depositor will have the right to start court action until 30 days have passed since the problem was first raised with the Credit Union.
- Any dispute related to goods or services supplied in a Point-of-Sale Transaction is strictly between the Depositor and the Merchant, and the Depositor will raise no defence or claim against the Credit Union.
- 30. TERMINATION OF DEBIT CARD PRIVILEGES** – The Depositor acknowledges and agrees that the Credit Union may, in its sole discretion, at any time or for any reason, restrict, suspend, or terminate the Depositor's Debit Card privileges without advance notice to the Depositor. The Depositor acknowledges and agrees that it will indemnify and save harmless the Credit Union from and against any and all damages, costs, expenses, and liability arising or incurred by the Credit Union as a result of any use of a Debit Card by an Authorized User that:
- is inconsistent with a restriction imposed on the use of the Debit Card by the Credit Union and communicated to the Depositor, or
  - takes place following the suspension or termination of Debit Card privileges by the Credit Union.
- The Depositor will immediately return all Debit Cards issued to it or to the Authorized User(s) upon:
- ceasing to be a member of the Credit Union,
  - termination of this Agreement,
  - termination of Debit Card privileges, or
  - otherwise upon request by the Credit Union.
- The Depositor will be responsible for paying all legal fees and expenses (on a solicitor and own client basis) incurred by the Credit Union in taking possession of the Debit Card.
- The Depositor's insolvency, bankruptcy, dissolution, or death will constitute an automatic revocation of the privileges associated with all Debit Cards and PINs and the Credit Union may capture and retain all the Debit Cards.
- 31. DIRECT SERVICES ACKNOWLEDGMENT** – If the Depositor subscribes to Direct Services, the Depositor acknowledges and agrees that:
- when transfers and bill payments are made through the Direct Services, funds are irrevocably transferred out of the Account and the Transaction cannot be revoked or countermanded,
  - even if more than one signature is required on cheques and withdrawal slips, any one Authorized User may conduct Transactions using Direct Services, including transferring money out of the Account and making bill payments,
  - anyone with access to the PAC will be able to access Direct Services and may use them to transfer money out of the Account, set up bill payment arrangements, make bill payments, and conduct any other Transaction,
  - the Credit Union will not be liable in any way to the Depositor or to any other person for processing or accepting on the Account any 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 the Depositor, or if bills of a person other than the Depositor are paid,
  - the Depositor will be liable for all Transactions conducted using Direct Services, including Transactions that benefit a person other than the Depositor or that result in the payment of bills owed by a person other than the Depositor, and
  - a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.
- 32. INTERNET** – If Direct Services are made available through the Internet, the Authorized User acknowledges that, although the Credit Union uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission over the Internet, security is not guaranteed and information is transmitted at the risk of the Authorized User. The Depositor acknowledges that to reduce the risk of viruses or online attacks, the computer used to access Direct Services should have a current anti-virus program, an anti-spyware program and a firewall. The Depositor further acknowledges that to reduce the risk of unauthorized access to the Account, the Depositor will sign out of Direct Services and close the browser when finished using it. The Depositor further acknowledges that using public or shared computers to access Direct Services increases the risk of unauthorized access to the Account.
- 33. LINKS** – If Direct Services are made available through the Internet, the Credit Union's website may provide links to other websites, including those of Third Parties who may also provide services to the Authorized User. The Authorized User acknowledges that all those websites are independent from the Credit Union's. The Credit Union has no liability for those websites or their contents or their use. Links are provided for convenience only and the Authorized User assumes all risk resulting from accessing or using such websites.
- 34. THIRD PARTY SERVICES** – The Credit Union may from time to time make services provided by Third Parties available through the Credit Union's website. The Authorized User acknowledges and agrees that:
- the Credit Union makes the services of Third Parties available through its website for the convenience of its members. The services are provided by the Third Party, not the Credit Union. The Authorized User's relationship with the Third Party is a separate relationship, independent of the relationship between the Authorized User and the Credit Union and such relationship is outside the control of the Credit Union,
  - the Credit Union makes no representation or warranty to the Authorized User with respect to any services provided by a Third Party even though those services may be accessed by the Authorized User through the Credit Union's website or through Direct Services,
  - the Authorized User assumes all risks associated with accessing or using the services of Third Parties,
  - the Credit Union has no responsibility or liability to the Authorized User in respect of services provided by a Third Party,
  - any dispute that relates to services provided by a Third Party is strictly between the Authorized User and the Third Party and the Authorized User will raise no defence or claim against the Credit Union, and
  - the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations may apply to the services provided by Third Parties and that the

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

Third Parties will from time to time adopt policies and procedures to address the reporting and record-keeping requirements of that legislation.

- 35. DIRECT SERVICES AND THIRD PARTY** – In respect of all Direct Services and any Third Party services made available by the Credit Union, the Depositor shall not, and shall ensure that each Authorized User does not:
- use services for an illegal, fraudulent, or defamatory purpose,
  - take steps, or cause or permit anything to be done, which 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 Direct Services or Third Party services).

In the event of a breach of the provisions of a) or b), the Depositor's participation in Direct Services or any service provided by a Third Party may be suspended or terminated.

- 36. CODE OF PRACTICE** – This Agreement is drafted with due regard to the Canadian Code of Practice for Consumer Debit Card Payment Services, a copy of which is available from the Credit Union on request.

## INSTRUCTIONS

- 37. COUNTERMANDS** – Any countermand of payment (commonly called a "stop payment") of a cheque or other negotiable Instrument drawn on the Account must be in writing and signed by the Authorized User who signed the cheque or other negotiable Instrument that is the subject of the countermand, or by some other person(s) duly authorized by the Depositor. On receiving a countermand of payment of a cheque or other negotiable Instrument drawn on the Account, the Credit Union:
- will use reasonable diligence to effect the countermand, but
  - will not be liable to the Depositor or any other person by reason of complying with, or failing to comply with, the countermand, whether the Credit Union is negligent, willfully negligent or otherwise.

The Depositor hereby agrees to indemnify and save the Credit Union harmless for all liability, costs, damages, and expenses incurred by the Credit Union by reason of it complying with, or failing to comply with, a countermand of payment. This indemnity will enure to the benefit of the Credit Union and will be binding upon the Depositor and the Depositor's successors and assigns.

- 38. FACSIMILE SIGNATURES** – The Depositor may, from time to time, provide the Credit Union with certified copies of the Depositor's Facsimile Signatures. The Credit Union may treat each Certified Facsimile Signature on an Instrument as the original and genuine signature of the Authorized Users.

The Depositor will maintain appropriate security over all signature stamps, other devices, and computer programs used to apply or generate Facsimile Signatures on Instruments.

- 39. REMOTE INSTRUCTIONS** – The Depositor may provide Remote Instructions to a branch of the Credit Union. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

The Credit Union may, but will not be obliged to, act on Remote Instructions received in the name of the Depositor to the same extent as if the Remote Instructions were written instructions delivered to the Credit Union by mail signed by the Authorized Users authorized to operate the Account. The Credit Union may assume that any such Remote Instructions are genuine.

The Credit Union may in its sole discretion refuse to act on any Remote Instruction.

The Remote Instructions will be deemed received by the Credit Union only when it is brought to the attention of an authorized Credit Union officer.

Remote Instructions may be transmitted to the Credit Union at the telephone or fax number or email address provided by the Credit Union, or at such other telephone or fax number or email as the Credit Union may advise the Depositor by notice in writing. Any of the Authorized Users may acting alone, provide Remote Instructions to the Credit Union on behalf of the Depositor, even if the certified resolution of the Depositor specifies that two or more Authorized Users are required to operate the Account. The Credit Union may assume that any person identifying themselves as an Authorized User is in fact an Authorized User and the Credit Union may act on the Remote Instructions provided by any such person. The Depositor will be bound by all Remote Instructions given to the Credit Union in the name of the Depositor.

A copy of any fax or email message constituting Remote Instructions or the Credit Union's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by the Depositor or an Authorized User. The copy or notes will be *prima facie* evidence of the instructions the Depositor gave the Credit Union.

## ACCOUNT RECORDS AND ERRORS AND OMISSIONS

- 40. STATEMENTS** – Unless the Depositor requests the Credit Union to hold the Depositor's statement of account for the Account for pick up by the Depositor or appoints in writing

an agent to pick up the statement of account for the Account or consents to the statement of account for the Account being made available electronically or requests no statement of account for the Account to be sent by the Credit Union, the Credit Union will mail such statement of account for the Account to the Depositor at the address the Depositor last gave in writing. It is the Depositor's responsibility to notify the Credit Union immediately of any change in the Depositor's address.

- 41. NO STATEMENT REQUEST** – If, at the request of the Depositor, the Credit Union agrees to cease printing and mailing statements of account for the Account, the Depositor acknowledges and agrees that:
- the Depositor will be responsible to obtain (whether from the Credit Union or using Direct Services) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by the end of the following calendar month (the "Notification Date"), notify the Credit Union of any errors, irregularities, or omissions in that account record or in any cheque or other items or any forgeries and any debits wrongly made to the Account;
  - notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, or omissions of which the Depositor has notified the Credit Union in writing on or before the Notification Date), the Depositor agrees that:
    - the amount of the balances shown on the last day of the calendar month is correct and binding on the Depositor subject to the right of the Credit Union to make reversals as set forth in vi) and vii) below,
    - all amounts charged to the Account are valid,
    - the Depositor is not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month.
    - the Depositor has verified the validity of any cheques, and other instruments and instructions, and
    - the use of any service shown is correct.

The Depositor acknowledges that:

- notwithstanding a cheque or other negotiable item may be provisionally posted to the Account, it is not considered processed until it has been honoured and collected by the Credit Union and the credit represented by a cheque or other negotiable item that is not honoured and collected may be reversed from the Account notwithstanding any provisional posting and the statement of account for the Account modified accordingly, and
  - notwithstanding a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by the Credit Union and a deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting and the statement of account for the Account modified accordingly.
- Despite section b) above, the Rules provide that under specified conditions, claims for reimbursement of PADs may be made and:
    - where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting, and
    - where the purpose of the PAD was for payment of goods and services related to commercial activities of the Depositor, the time period for making such a claim is ten business days from the date of debiting.

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

- 42. RECORDS AND CHEQUE IMAGING** – The Credit Union will determine, in its sole discretion, whether cheques and other items will be returned to the Depositor with the statement of account for the Account.

If the Credit Union implements an imaging program, the Credit Union will determine, in its sole discretion, whether copies of images of cheques and other items will be provided for the statement of account for the Account. The Depositor acknowledges that copies of images of cheques and other items may be provided before the Credit Union has determined whether the cheque or other item will be honoured or accepted and agrees that copies of images of cheques and other items are made available by the Credit Union as a service to the Depositor and that the provision of copies of images of cheques and other items does not mean that the Transaction has been processed or in any way oblige the Credit Union to honour or accept the cheque or other item.

The Depositor acknowledges that if the Credit Union adopts an imaging program, the physical cheques and other items may be destroyed. If the Credit Union has implemented an imaging program and determines not to include copies of images of cheques and other items with the statement of account for the Account, the Credit Union will ensure that copies of images can be made available to the Depositor upon request for at least five years following the date of the statement of account for the Account on which the cheque or other item appears, subject to payment of the service charges established by the Credit Union from time to time.

- 43. VIEWING CHEQUE IMAGES** – The Credit Union may in connection with Direct Services permit the Authorized User to view and print images of cheques and other Instruments drawn on the Account, and such images may be made available before the Credit Union has determined whether the cheque or other Instrument will be honoured or accepted. The Authorized User acknowledges and agrees that such images are made available by the Credit Union as a service to the Authorized User and the provision of such images does not mean that the Transaction has been processed, or in any way oblige the Credit Union to honour or accept the cheque or other Instrument.

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

### 44. NOTING OR PROTESTING – The Depositor:

- a) will be liable, without presentation, protest or notice of dishonour to any parties, for the nonacceptance or nonpayment of any bills, notes, cheques or other Instruments the Depositor delivered to the Credit Union for deposit, discount, collection or otherwise, and
- b) will be liable to the Credit Union as if proper notice of dishonour, protest and presentment had been made or given, and the Credit Union may
- c) charge such items, when dishonoured, to the Account in accordance with section 12 above, and
- d) note or protest any item should the Credit Union consider it advisable to do so, but the Credit Union will not be liable for failure to note or protest any such item.

### 45. VERIFICATION OF ACCOUNT – The Depositor will examine each statement of account for the Account and verify the completeness and correctness of the statement of account for the Account. Within 30 days of the date of mailing the statement of account for the Account or making it available for pick up, the Depositor will point out the following to the Credit Union in writing:

- a) any errors, irregularities or omissions in the statement of account for the Account, and
- b) any debits wrongly made.

From and after the expiration of the 30-day period (except for errors or irregularities pointed out in writing to the Credit Union before the 30 days expire), the Depositor is deemed to have acknowledged that:

- a) the statement of account for the Account and the balances shown on the statement of account for the Account are correct,
- b) all amounts charged to the Account are valid,
- c) the Depositor is not entitled to be credited with any amount not shown on the statement of account for the Account,
- d) the Depositor has verified the validity of any cheques, other Instruments and instructions, and
- e) the use of any service shown is correct.

After the expiration of the 30-day period (except for errors or irregularities pointed out in writing to the Credit Union before the 30 days expire) the Depositor may not claim for any purpose that any entry on the statement of account for the Account is incorrect and will have no claim against the Credit Union for reimbursement relating to any entry, even if the entry is unauthorized or fraudulent or is based upon a cheque, other Instrument or instruction that is forged, unauthorized or fraudulent.

Nothing in this section 45 limits in any way the rights of the Credit Union under this Agreement including, without limitation, the rights of the Credit Union under sections 8, 12, and 44.

### 46. LIABILITY FOR ERRORS AND OMISSIONS – If the Credit Union makes an error or omission in recording any Transaction, the Credit Union will only be liable for the amount of the error or omission if the Depositor has given written notice to the Credit Union within the time provided in this Agreement.

If the Depositor has given such notice, the Credit Union's liability is limited to the amount of the error or omission. In no event will the Credit Union be liable for any delay, inconvenience, loss, or damage (whether direct, indirect, or consequential) whatsoever caused by, or arising from, any such error or omission, even if the Credit Union has been negligent.

### 47. RECORDS – The Credit Union's records of all Transactions will be deemed to be correct and will be conclusive and binding on the Depositor. All Transactions will appear on the regular statement of account for the Account.

If the Depositor believes the records of the Credit Union contain an error or omission, the Depositor must give written notice to the Credit Union within the time provided in this Agreement.

A paper record of the Transaction dispensed mechanically as a result of the use of the Debit Card constitutes a record of the Authorized User's instructions. Whether such a record of a Transaction is issued or not, it is the Depositor's responsibility to verify that the Transaction has been properly executed by checking the statement of account for the Account or passbook entries itemizing Transactions.

In the absence of evidence to the contrary, the records of the Credit Union are conclusive for all purposes, including litigation, in respect of:

- a) any instructions given by the Authorized User to the Credit Union using the Member Card® Services,
- b) the contents of any envelope deposited by the Authorized User into an ATM,
- c) any withdrawal, deposit, or transfer using the Member Card® Services, and
- d) any other matter or thing relating to the state of accounts between the Depositor and the Credit Union in respect of any electronic Transaction.

## COMPLIANCE AND LIABILITY

### 48. CONFIDENTIALITY – The Credit Union may release confidential Depositor information as permitted or required by law or in a court proceeding or with the Depositor's consent.

### 49. RISK – The Depositor assumes all risk (including, without limitation, the risk of fraud) resulting from the use of the Account. The Depositor will notify the Credit Union immediately:

- a) of any misuse or unauthorized use of the PAC, or
- b) if the PAC becomes known to anyone other than the Authorized Users.

The Depositor acknowledges that the Depositor is responsible for all use made of the PAC and that the Credit Union is not liable for the Depositor's failure to comply with any part of the Agreement. The Depositor is liable for all authorized and unauthorized use, including all withdrawals on and any transfers from any Account. The Depositor is also liable for all fraudulent or worthless deposits made into the Account.

If the Depositor did not reveal the PAC to any other person or write it down or otherwise record it, the Depositor will not be liable for any unauthorized use that occurs after the Credit Union has received written notice from the Depositor that the PAC may have become known to someone other than the Depositor. The Credit Union will not be considered to have received written notice until the Credit Union gives the Depositor written acknowledgement of receipt of such notice.

Any monies or negotiable Instruments placed in an envelope or deposit bag and placed by the Depositor in the night depository will be at the Depositor's risk until the monies or negotiable Instruments are actually entered or recorded as a deposit to the credit of the Account. The Credit Union is not responsible for or under any obligation to account for any lost or destroyed monies or negotiable Instruments which the Depositor may place in the night depository, even if the loss or destruction is the result of the Credit Union's negligence or that of the authorized Credit Union officers.

The Credit Union will not be liable for any damages or other liabilities that the Depositor may incur by reason of the Credit Union acting, or failing to act, on Remote Instructions given in the name of the Depositor, whether or not the Depositor or the Authorized User actually gave the Remote Instructions.

The Depositor will be liable for all authorized use of the Debit Card by any person and, except as specifically set out in this Agreement, will be liable for all unauthorized use of the Debit Card by any person up to its established withdrawal limit (including funds accessible through a line of credit or overdraft privileges), prior to the expiry or cancellation of the Debit Card. The Depositor acknowledges this includes liability for funds accessible through a line of credit or overdraft protection. In the event of alteration of the Account balance due to technical problems, card issuer errors, and system malfunctions, the Depositor will be liable only to the extent of any benefit it has received, and will be entitled to recover from the Credit Union any direct losses the Depositor may have suffered.

The Credit Union will have the discretion to relieve the Depositor from liability for unauthorized use of the Debit Card in a case where the Depositor has inadvertently contributed to the unauthorized use and cooperates in an investigation.

The Credit Union will not be liable to the Depositor for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a Point-of-Sale Transaction.

Except for direct losses resulting from circumstances beyond the Depositor's control, such as technical problems and unauthorized use of the Debit Card and PIN, the Credit Union will not be liable for any loss, damage or injury arising from the use of ATMs or Point-of-Sale terminals or from any mechanical or operational failure of any such devices, and the Depositor releases the Credit Union from liability for any such loss, damage or injury.

The Depositor will instruct its Authorized Users that they must not use their Debit Card and PIN for any unlawful purpose, including the purchase of goods and services prohibited by local law applicable in the Depositor's jurisdiction.

The Depositor acknowledges that the Depositor bears all risks related to the use of Facsimile Signatures.

### 50. EXCLUSION OF CREDIT UNION RESPONSIBILITY – The Credit Union is not responsible for any loss or damage suffered or incurred by the Depositor except to the extent caused by the gross negligence or willful misconduct of the Credit Union, and in any such case the Credit Union will not be liable for any indirect, consequential or exemplary damages (including, but not limited to loss of profits) regardless of the cause of action and even if the Credit Union has been advised of the possibility of such damages. In no event will the Credit Union be liable for any loss or damage suffered by the Depositor 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 the Credit Union unless expressly authorized to do so),
- b) the inaccuracies in, or inadequacies of, any information furnished by the Depositor to the Credit Union,
- c) the failure by the Credit Union to perform or fulfill any of its obligations to the Depositor, due to any cause beyond the Credit Union's control, or



## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

- d) forged, unauthorized or fraudulent use of services, forged, unauthorized or fraudulent instructions or material alteration to an instruction.

51. **INDEMNITY** – The Depositor will indemnify and save the Credit Union harmless from and against all liability, costs, damages, and expenses incurred by the Credit Union as a result of:

- a) the Credit Union treating a Facsimile Signature of an Authorized User as an original and genuine signature,
- b) the Credit Union, or its branches, employees, or agents, endorsing, accepting for deposit, or presenting for acceptance or payment any of the cheques or other Instruments described in section 5 above,
- c) the Credit Union making Direct Services available to the Depositor,
- d) the Credit Union acting upon, or refusing to act upon, Remote Instructions,
- e) the Depositor effecting any Transaction through the use of the Debit Card that would result in a negative balance in the Account contrary to section 21 above, or
- f) any other Transaction conducted by the Depositor.

This indemnity will enure to the benefit of the Credit Union and will be binding upon the Depositor and the Depositor's successors and assigns.

52. **PROCEEDS OF CRIME LEGISLATION** – The Depositor acknowledges that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and Regulations apply to the operation of the Account and that the Credit Union will from time to time adopt policies and procedures to address the reporting and record-keeping requirements of that legislation. The Depositor agrees to abide by and comply with all such laws and procedures.

## GENERAL

53. **MODIFICATION OF AGREEMENT** – From time to time the Credit Union may change the Terms and Conditions of this Agreement by giving the Depositor not less than seven days notice in writing of any such variation. Such notice will inform the Depositor of the changes made and where the Depositor may obtain a copy of the changes or the revised Agreement. The Credit Union may provide such notice to the Depositor by mailing notice to the Depositor's last known address, by posting a notice at the Credit Union's premises, by personal delivery, or by any other means the Credit Union considers appropriate. Notice sent by mail will be effective 24 hours after the mailing date. If the Depositor continues to operate the Account after notice is given in accordance with this section, the Depositor is deemed to have accepted the changes.

54. **TERMINATION** – This Agreement may be terminated by either the Credit Union or the Depositor on not less than one business day's prior written notice.

If the Credit Union gives the Depositor notice of termination, the Depositor will immediately cease using the Night Deposit Service, return all access keys and will reimburse the Credit Union for any loss or damage to the keys or other facilities provided by the Credit Union. Any notice of termination shall not release the Depositor from any obligations under this Agreement.

55. **APPLICABLE LAW** – This Agreement is governed by the laws of British Columbia.

56. **ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of the Credit Union and the Depositor and their respective successors and assigns.

57. **NOTICES** – Any notice required or permitted to be given in connection with this Agreement will be in writing and will be addressed and delivered to the party to whom the notice is to be given, at the address or fax number set forth on this Business Member Application form in the case of notices to the Credit Union and to the Depositor's last known address in the case of the Depositor, or at such other address or fax number as the party to whom the notice is to be given may have advised the party giving the notice in writing.