

Effective January 24, 2024

**ELECTRONIC SERVICES AGREEMENT**

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

This Agreement consists of the following Parts:

Part 1 General Terms and Conditions

Part 2 Electronic Transfer Services (INTERAC® e-Transfer) – Terms and Conditions

Part 3 Mobile Remote Deposit Services (Deposit Anywhere™) – Terms and Conditions

Part 4 Alerts Services – Terms and Conditions

Part 5 Digital Wallet – Terms and Conditions

Part 6 “Lock ‘N’ Block” – Terms and Conditions

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

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

# ELECTRONIC SERVICES AGREEMENT

## PART 1– GENERAL TERMS AND CONDITIONS

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### 1. Definitions

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

- **"Account"** means any available account held with us that you may access using the Services;
- **"Account Agreement"** means the agreement for the opening of the Account and any addendum or attachment thereto including, without limitation, the Terms and Conditions for Financial Services;
- **"Agreement"** means this Electronic Services Agreement, as amended from time to time;
- **"Application"** means a software application or other computer software product that we may offer to access the Services using certain Electronic Devices;
- **"Electronic Device"** means a personal computer, cell phone, smart phone, telephone, mobile device, wireless device, tablet, wearable device, or any other electronic device that we allow you to use to access the Services;
- **"including"** means including but not limited to;
- **"Mobile Banking"** means any website or mobile application that is specifically designed by us (or by a third-party service provider) which is used to access Online Banking through an Electronic Device;
- **"Online Banking"** means the online banking service that we offer, and includes access through Mobile Banking;
- **"OTP"** means a one-time password or access code that we may send you to access the Services or change/reset your Password, as applicable;
- **"Password"** means a confidential personal access code comprised of a combination of numbers, letters and/or symbols that you must provide to access the Services;
- **"Services"** means any product, feature or service that we provide through Online Banking or Telephone Banking which can be accessed through an Electronic Device, as well as the Mobile Payment Services;
- **"Telephone Banking"** means our interactive voice response telephone banking service (if this service is offered by us);
- **"Terms and Conditions for Financial Services"** means the terms and conditions for financial services that form part of the Account Agreement governing the operation of the Account;

- **"Third Party"** means any person, firm, corporation, association, organization or entity (other than you or us);
- **"Third Party Services"** means any products or services of a Third Party that you can access through the Services;
- **"Transaction"** means (i) transactions with respect to an Account that we may permit through the Services; (ii) applications for investments, loans and other types of credit that we permit through the Services; and (iii) other transactions, services or information that we make available from time to time through the Services;
- **"Unsanctioned Aggregation Service"** means an online account aggregation or personal financial management service that retrieves, consolidates, organizes and presents your accounts for the purpose of allowing you to view your accounts with an Unsanctioned Aggregator in a single location. An Unsanctioned Aggregation Service does not include a personal financial management and account aggregation feature or service that we may offer through Online Banking;
- **"Unsanctioned Aggregator"** means a Third Party who provides an Unsanctioned Aggregation Service. An Unsanctioned Aggregator does not include a Third Party that we retain to assist us in providing a personal financial management or account aggregate feature that we may offer through Online Banking;
- **"Username"** means the user identification you use to sign on to and access the Services;
- **"we", "us", "our"** and **"Conexus"** means Conexus Credit Union 2006; and
- **"you", "your"** and **"Account Holder"** means the person who is enrolled to access the Services.

## 2. Use of Services and Instructions

- You must use your Username and Password to access the Services. You may also be required to enter an OTP (sent to your Electronic Device) to access the Services. You agree not to access or use the Services for illegal, fraudulent, malicious or defamatory purposes or to do anything that could undermine the security, integrity, effectiveness or connectivity of the Services.
- Your Password can be changed by using the applicable reset process that we make available. As part of this, you may be required to enter an OTP that we send to you to change your Password.
- You authorize us to accept and you agree to be responsible for any instruction given by you (or claimed to be given by you) once the Services have been accessed. This includes any communications or instructions that we receive from you by electronic means (including instructions that we receive by computer, telephone, smart phone, smart watch (or other wearable device), internet or email), regardless of whether or not it actually came from you. Any instruction or communication that we receive from you by electronic means will be considered to be signed and delivered to us in writing by you.

- You also agree that we may decline to act on an instruction if we suspect the instructions are not coming from you, if the instructions are incomplete, unclear, or if the instructions are provided for an improper or illegal purpose. We may retain a record of the instructions that are provided to us in connection with your use of the Services.

### **3. Usernames, Passwords and Electronic Device Security**

- You agree to always keep your Username, Password and OTP strictly confidential. You must not disclose your Username, Password, or OTP to anyone. Your Password must be unique and not easily guessed or obtained by others.
- If you suspect or become aware that there has been misuse or unauthorized use of your Username, Password or OTP or if you know or think that someone may know your Password or OTP, you must change your Password immediately and you must notify us immediately. In addition, if you or we suspect or become aware that there has been misuse or unauthorized use of your Username, then we may require you to change your Username. Similarly, if you receive notification of any transaction affecting the Services or any Account that you did not authorize or you otherwise suspect or become aware that there has been misuse or unauthorized use of the Services or an Account, you must notify us immediately. To notify us you must call the Member Contact Centre at 1-800-667-7477 or contact your local branch. Our records of notification will be deemed to be correct.
- The security of your information depends on you using safe computing practices. You agree that when using the Services, you will take all steps that are necessary to make sure that you do not reveal any confidential information to anyone other than for the purpose of the Transaction. This includes:
  - (i) making sure that other people cannot see the screen or keypad on your Electronic Device or cannot hear your call, as applicable;
  - (ii) signing out after each Online Banking session and not leaving your Electronic Device unattended while logged into Online Banking; and
  - (iii) taking reasonable steps to protect your Electronic Device against theft.
- You agree not to use public or shared computers or open access/unprotected Wi-Fi to access or conduct Online Banking. You acknowledge that using public or shared computers or other Electronic Devices through an open access/unprotected Wi-Fi creates a risk of interception of your confidential information and may allow others to impersonate you in giving instructions and conducting Transactions on your Account(s). You will be responsible for any breach of your confidential information or other loss which arises as a result of such use.
- You also agree to use and maintain reasonable security measures which includes ensuring the Electronic Device that you use to access the Services has an up-to-date anti-virus program, anti-spyware program, anti-malware program and firewall installed (if any such measures are available for your Electronic Device).
- If you choose to share your Password with an Unsanctioned Aggregator you acknowledge and agree that (i) we will not help the Unsanctioned Aggregator in any way and will not be responsible for the information retrieved by the Unsanctioned Aggregator; (ii) we will not be responsible to you for any losses that may result from you sharing your Password, using the Unsanctioned Aggregation Service; (iii) you are responsible to review the security and privacy standards of the Unsanctioned

Aggregator and to determine what your liability will be in connection with the Unsanctioned Aggregation Service; (iv) you will change your Password immediately when you end the Unsanctioned Aggregation Service; and (v) we have the right to prevent Unsanctioned Aggregators from accessing your Accounts.

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

- You irrevocably authorize and direct us to debit or credit, as the case may be, the amount of any Transaction to the Account designated by you at the time of the Transaction, in accordance with our normal practices and the Terms and Conditions for Financial Services. Any Transaction performed by you (or by any person with or without your consent) will have the same legal effect as if it was a written instruction that you have signed and delivered to us.
- You agree that we have no obligation to reverse a Transaction once we have received instructions from you (or someone purporting to be you) to process the Transaction. We may revoke or cancel a post-dated Transaction if we receive instructions from you to that effect prior to the date that the Transaction is scheduled to occur however we have no obligation to do so.
- You are responsible to know what requirements need to be met in order to complete a Transaction and to ensure that there is sufficient time for a Transaction to be processed (particularly if you need a Transaction to be completed by a certain date).
- If you are transferring funds as part of a Transaction, you are responsible for ensuring that there are sufficient funds in your account to complete the transfer. If you use a recurring payment feature as part of the Services, you agree that such feature may only attempt to make the recurring payment once.
- You agree that Transactions will not be permitted on an Account on which more than one signature is required to authorize a Transaction unless we have received prior authorization in writing from all signatories. You also agree that if you are the joint holder of an Account, then you and each other joint holder of that Account will be jointly and severally liable for all obligations under this Agreement and for all Transactions performed using the Services with respect to that Account.

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

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

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

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

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

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

## **8. Mobile Banking**

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

## **9. Third Party Services**

- Important Note: The terms of this Section 9 apply to you only if you use Third Party Services that are made available to you as part of the Services or that you access through our website. You are not required to use any Third Party Services in order to use or access the Services that we provide through Online Banking or Telephone Banking however if you do, the terms of this Section 9 will apply.
- We may from time to time make Third Party Services available to you as part of the Services or through our website. Third Party Services are provided to you for your convenience only. We do not provide the Third Party Services and we are not responsible for the contents of any Third Party Services or websites.
- Your relationship with the Third Party providing the Third Party Services is independent and separate from your relationship with us and is outside of our control. Any dispute that relates to the Third Party Services is strictly between you and the Third Party, and you agree to raise no defence or claim against us.
- Third Party Services and websites may also be subject to separate agreements that govern their use. You assume all risks associated with accessing or using the Third

Party Services and we will have no liability to you for your use of other websites or Third Party Services. You also agree that we can (at any time without prior notice and for any reason) terminate your access to any Third Party Services that you receive through our website or through the provision of the Services.

**10. Responsibility for Losses and Liability**

(a) Our Responsibility. We will reimburse you for direct losses to your Account(s) that result from the following types of activities or unauthorized Transactions that occur through your use of Online Banking: (i) Transactions that occur after you notify us that you suspect or aware that there has been misuse or unauthorized use of your Username and/or Password, as applicable, so long as you agree to cooperate and assist us in any investigation that we commence in connection with the misuse or unauthorized access to your Username and/or Password, as applicable; (ii) Transactions where it can be shown that you have been a victim of fraud, theft or have been coerced by force or intimidation, so long as you report the incident to us immediately and cooperate and assist us fully in any investigation; (iii) we make an error or omission in recording or documenting a Transaction and you give us written notice of the suspected error or omission within the time period provided in the Terms and Conditions for Financial Services (in this event, our liability to you will be limited to the amount of the error or omission in recording plus any applicable services charges that may have been charged to you); and (iv) our negligence, fraud or willful misconduct.

Notwithstanding the foregoing, we are not responsible for any type of direct loss that you may suffer or any other type of loss, damage, delay, or inconvenience that you might suffer or incur as a result of accessing the Services on a public computer or through the use of public or open access Wi-Fi services, even if we would otherwise be liable to you pursuant to this Section 10(a).

(b) Your Responsibility. Notwithstanding Section 10(a) above or anything else in this Agreement, we are not responsible for any direct loss that you may suffer or any other type of loss, damage, delay or inconvenience that you might suffer or incur in any of the following situations: (i) you fail to notify us that you suspect or aware that there has been misuse or unauthorized use of your Username and/or Password, as applicable; (ii) you provide us with inaccurate, incomplete, inadequate or erroneous information or data in connection with the Services (including as part of a request to process a Transaction); (iii) you are unable to access the Services for any reason (including as a result of a failure, error or malfunction even if caused by our negligence) or you experience a delay in using the Services; (iv) we do not receive your instructions or we decline to act on your instructions or we do not complete any Transaction; (v) we suspend or terminate your access to any of the Services; (vi) you fail to fulfill any of your other obligations under this Agreement or you fail to comply with any instructions that we provide to you; (vii) you engage in any fraud or dishonest or criminal acts in your use of the Services; or  
(viii) your access to and use of the Third Party Services or any loss or inconvenience that results from us suspending access to Third Party Services.

(c) Exclusion of Liabilities. Regardless of anything else in this Agreement, under no circumstance will we be liable for any indirect, consequential, special, aggravated, punitive or exemplary damages whatsoever (including any loss of profits, opportunity, reputation, revenue, goodwill or any other economic or commercial loss whatsoever), or for any loss of data or information, that is caused to you, regardless of the cause of action, even if we have been advised of the possibility of such damages.

(d) Indemnity. Except for claims, costs and liabilities arising from direct damages that you incur or suffer as a result of one or more activities specifically set out in Section 10(a) above, you will release and indemnify us for any claim, cost and liability we may incur as a result of (i) your access to or use of the Services or Third Party Services, or (ii) your breach of the terms and conditions of this Agreement.

## 11. **Availability**

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

## 12. **Privacy Notice**

We may collect, use, and disclose your personal information to provide financial services and products to you, to manage our relationship with you, to verify your identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and the Conexus Privacy Code and Privacy Online policy. Additional information about how we may collect, use, and disclose your personal information in connection with the Online Banking services we make available to you is contained in this Agreement, the Terms and Conditions for Financial Services, and in the Conexus Privacy Code and Privacy Online policy (located at: <https://www.conexus.ca/privacy>).

## 13. **Bill Payments made Through Online Banking**

You acknowledge and agree that:

- bill payments made through the Services are not processed immediately and that the time period for processing depends on a number of factors, including, without limitation, the time when the bill payment is authorized and the internal accounting processes of the bill payment recipient.
- it is your responsibility to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;
- we and our service providers will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment or a delay in the processing of bill payments;
- if you have made or received a bill payment in error, we may, but are not obliged to, assist you by initiating or processing a "Bill Payment Error Correction Debit", as defined under the regulations, by-laws, rules, and standards established by the Canadian Payments Association, and if so initiated, you agree to indemnify us for any direct loss, costs, or damages incurred, and will pay to us any reasonable service charges or fees related to the provision of the service; and
- if we initiate or process a Bill Payment Error Correction Debit affecting your Account or affairs, and if we did so without gross negligence or intent to cause loss or harm, we shall be held harmless for any and all loss, costs, or damages suffered or incurred by you, howsoever caused, relating to the bill payment or Bill Payment Error Correction Debit process.



## 14. Wire Transfers

- We may, as part of the Services, in our discretion, accept your instructions for the wire transfer of funds. We may rely, without verification, on the name and account number of the recipient of your wire transfer as provided by you. Your wire transfer instructions are irrevocable once processed by us. You will pay all fees and costs charged or incurred by us and other financial institutions involved in the wire transfer.
- Your wire transfer may be affected by cut off times, differing time zones, and other restrictions. If you provide incomplete or incorrect information, your wire transfer may not be processed, or may be processed incorrectly. There is no guaranteed time or date of delivery of your wire transfer. Your wire transfer may be subject to government interception. The recipient of your wire transfer may be charged additional fees by other financial institutions. If your wire transfer is returned, it may be subject to exchange rate fluctuations and to additional costs charged or incurred by us and other financial institutions.
- All wire transfers are subject to anti-money laundering ("**AML**") requirements and these requirements may change if there are adjustments made to applicable laws. AML rules for a domestic wire (transfer funds to another account in a Canadian financial institution) are different from AML rules for an international wire (transfer funds to another account in a financial institution outside of Canada).

## 15. Stopping payment of a cheque

We may, in connection with the Services, permit you to make a request to stop a cheque payment or a range of cheque payments from clearing (the "**Stop Cheque Service**"). If we, or any Third Party, through the Services, make the Stop Cheque Service available, and you use the Stop Cheque Service, you acknowledge and agree that:

- a "stop cheque" is an instruction by you to us to refuse payment if that cheque, or range of cheques, is presented to us for payment. Cancelling a stop cheque negates a stop cheque instruction;
- the Stop Cheque Service is applied on a best effort basis, and we may be unable to successfully stop a cheque if all details are not correctly entered by you;
- if any other Transactions go through your Account during this time frame, they will continue to be processed in accordance with this Agreement;
- timing will affect your Account balance while the stop cheque transactions are processing;
- you acknowledge that we cannot stop payment of a cheque which has cleared the Account or has been negotiated at a Conexus branch and a cheque can only be stopped if all information required by the on-screen prompts is provided;
- we may accept your instruction to stop payment on a cheque without determining whether the cheque has been honoured on presentment;

- you agree that we are not liable for any cost, expense, loss, damage or inconvenience of any nature or kind whatsoever arising from us complying or failing to comply with a stop cheque or cancelation of a stop cheque; and
- a stop cheque will not be processed if there are not sufficient funds in the Account for the Stop Payment Service charge.

## **16. Statements**

We may, in connection with the Services, permit you to decide what kind of statement you want for each Account – paper or eStatement. An eStatement is a digital version of a regular paper statement. Instead of receiving a paper statement, you receive a digital statement for your eligible Accounts when available. Only one of these options can be active at a time (i.e., you cannot receive both paper and eStatements for an Account).

## **17. Changes to this Agreement**

Other than as required by law, we can change this Agreement by giving you notice of the change. We can give the notice either before or after the change takes effect.

## **18. Notice**

Notice of changes will be posted on our website.

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

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

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

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

without prior notice. You may terminate this Agreement by giving us notice of termination. To notify us you must call the Member Contact Centre at 1-800-667-7477 or contact your local branch. Our records of notification will be deemed to be correct.

**21. Disputes**

If you have any dispute with us regarding a Transaction, you agree to contact the branch for the Account involved or the Member Contact Centre at 1-800-667-7477. If the matter remains unresolved, you agree to follow our complaint handling process. Full details of our complaint handling process are available at all branches and on our website.

**22. Severability**

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

**23. No Waiver**

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

**24. Governing Law**

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

## ELECTRONIC SERVICES AGREEMENT

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

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#### 1. Application of this Part

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

#### 2. Definitions

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

- **"Autodeposit Transfer"** means an INTERAC e-Transfer that is deposited to the designated account of a Recipient without the use of a Security Question & Answer;
- **"Autodeposit Recipient"** means a Recipient who has registered for Autodeposit Transfer at a Participating Financial Institution;
- **"Eligible Person"** means any of the following:
  - (i) an individual with online or mobile access to a personal Account with Conexus; or
  - (ii) an individual with online or mobile access to a personal account with another Participating Financial Institution;
- **"Interac"** means Interac Corp.;
- **"INTERAC e-Transfer"** or **"transfer amount"** means an INTERAC e-Transfer sent or received through the INTERAC e-Transfer Service;
- **"INTERAC e-Transfer Contact Information"** means the electronic contact information established for a Recipient, Sender, or other Eligible Person including that person's email address or telephone number;
- **"INTERAC e-Transfer Service"** means the INTERAC e-Transfer feature in Online Banking that allows you to send funds from an Account to a Recipient, to receive funds from a Sender into an Account, and to request or complete a Request Money Transfer;
- **"Participating Financial Institution"** means a financial institution that participates in the system that is used to send and receive INTERAC e-Transfers, and includes Conexus;
- **"Recipient"** means an Eligible Person who is intended to receive an INTERAC e-Transfer. A Recipient includes an Autodeposit Recipient or a Requester whose Request Money Transfer is completed by the Sender;
- **"Requester"** means an Eligible Person who sends a Request Money from a Participating Financial Institution to another Eligible Person;

- **"Request Money Transfer"** means a request from a Requester to a Sender for an INTERAC e-Transfer of funds to a designated account;
- **"Security Question & Answer"** means the security question and answer that is created by the Sender and used by the Recipient to claim or decline an INTERAC e-Transfer;
- **"Sender"** means an Eligible Person who requests a Participating Financial Institution to send an INTERAC e-Transfer to a Recipient, including if applicable, to complete a Request Money Transfer that is made by a Requester;
- **"TMX"** means ThreatMetrix Inc.;
- **"ThreatMetrix Services"** means digital identity authentication, global trust intelligence data, transactional data analytics, malware detection, device identification, device scoring, device reputation, and data analytics services; and
- **"Wrongful Activity"** means any use or attempted use of the INTERAC e-Transfer Service by an Eligible Person, acting alone or in concert, that is fraudulent, unauthorized, made in bad faith or otherwise improper, whether for financial gain or otherwise.

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

- You acknowledge that we may make the INTERAC e-Transfer Service or certain features of the INTERAC e-Transfer Service available to you from time to time, but we are not under an obligation to do so.
- The INTERAC e-Transfer Service is subject to number and dollar limits that may change from time to time without prior notice to you. Any such limits and changes will be effective when established by us. Other Participating Financial Institutions and Interac may also set limits for sending, receiving, or requesting INTERAC e-Transfers.
- The INTERAC e-Transfer is only available in Canadian dollars and any fees or charges that we establish for the INTERAC e-Transfer Service are non-refundable.

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

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

reviewing the status of the INTERAC e-Transfer by checking your Account history in Online Banking.

## **5. Sending and Completing a Request Money Transfer**

- When you send a Request Money Transfer, we may send a notice to the INTERAC e-Transfer Contact Information that you provide for the Eligible Person. If you are a Requester, it is your responsibility to obtain from the Eligible Person that you are sending a Request Money Transfer to, that Eligible Person's consent to receive the Request Money Transfer.
- If you receive a Request Money Transfer from a Requester, you must confirm that the Requester is your intended Recipient before you accept the request to initiate an INTERAC e-Transfer. If you accept the Request Money Transfer, then we will withdraw the amount specified from the Account that you designate and this amount will be deposited into the Requester's designated account.
- You acknowledge that in order to complete a Request Money Transfer, the Eligible Person that receives the Request Money Transfer from you must have an account at a Participating Financial Institution that has implemented the Request Money Transfer features as part of that Participating Financial Institution's online banking service.

## **6. Autodeposit Transfers**

- In order to become an Autodeposit Recipient, you must complete the registration steps that are required on the "Autodeposit Registration" page of the INTERAC e-Transfer Service. After registration, an INTERAC e-Transfer that is sent to you will be deposited to your Account without further action by you.
- If you are the Sender of an INTERAC e-Transfer to an Autodeposit Recipient, you will be prompted to confirm that the Recipient is your intended Recipient.

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

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

## **8. Security Question & Answer (not applicable to Autodeposit Transfers or Request Money Transfers)**

- If you are the Sender of an INTERAC e-Transfer, you agree to create a Security Question & Answer and to keep it confidential. The answer to the Security Question & Answer must be something that is known only to you and the Recipient (and cannot be easily determined via social media or other means) to help prevent unauthorized access to the INTERAC e-Transfer.

- The Security Question & Answer must not be revealed in any optional message that accompanies the INTERAC e-Transfer. You must not disclose the answer in the applicable security question, hint or Transactions details and you will not provide the Recipient with the answer via the email or phone number that was used to send the INTERAC e-Transfer notice to the Recipient.
- If you are a Recipient, you agree not to disclose the Security Question & Answer to anyone.

## 9. Optional Message

The Sender can include an optional message to the Recipient with an INTERAC e-Transfer or Request Money Transfer however the optional message will not be reviewed by Conexus. The optional message field cannot be used to communicate to Conexus or a Participating Financial Institution.

## 10. Authorization to INTERAC e-Transfer

- If you are the Sender of an INTERAC e-Transfer, you agree that Conexus, Interac and other Participating Financial Institutions are authorized and entitled to pay the transfer amount to anyone who, using the INTERAC e-Transfer Service, the Interac payment service or the online banking service of another Participating Financial Institution:
  - (i) claims to be the Recipient of the INTERAC e-Transfer and correctly provides the Security Question & Answer;
  - (ii) has registered for Autodeposit Transfer and you confirm is the correct Recipient; or
  - (iii) sends you a Request Money that you complete.
- Except as contemplated in Section 11 of this Part 2 below, we will not be liable for any costs, expenses, losses or inconvenience that you may incur: (i) if a person other than the intended Recipient provides the correct Security Question & Answer and receives the transfer amount, (ii) as a result of the improper confirmation of an Autodeposit Recipient or the improper completion of a Request Money Transfer, or (iii) as a result of any act or omission of a third-party, including a Participating Financial Institution or Interac. We are not responsible for retrieving or returning a transfer amount to you and you are responsible for settling all such matters and disputes directly with the intended Recipient, Sender, or Requester, as applicable.

## 11. Reimbursement for Intercepted Transactions

- If you are the Sender of an INTERAC e-Transfer, we will reimburse you if the funds do not reach the intended recipient (an "**Intercepted Transaction**"), provided you did not participate in the Wrongful Activity and provided the following conditions are satisfied for Security Question & Answer transfers, Autodeposit Transfers and Request Money Transfers, as applicable:
  - (i) for Security Question & Answer transactions: (a) you did not include the answer to the question in the memo or optional message field, and (b) the intended Recipient did not make the question and answer ritual widely available;

- (ii) for Autodeposit Transfers, the Autodeposit Recipient's email account has been compromised and the Autodeposit Recipient's legal name or trade name is the same as or similar to the legal name or trade name used by the fraudster;
  - (iii) for Request Money Transfers, the intended Requester's legal name or trade name is the same as or similar to the legal name or trade name used by the fraudster and the fraudster has requested funds from a legitimate Sender responding to the request by mimicking or imitating the Requester's email;
  - (iv) you have complied with this Agreement; and
  - (v) you cooperate with any investigation conducted by us.
- We are entitled to investigate a claim for reimbursement involving an Intercepted Transaction to determine if the foregoing conditions are met. If an investigation is undertaken, we will advise you of the nature and likely duration of the investigation. The results of the investigation may be made available to other financial institutions involved in the claim.

## **12. Claiming or Declining an INTERAC e-Transfer**

- If you are a Recipient, you may claim an INTERAC e-Transfer using Online Banking or the online banking service of another Participating Financial Institution. In order to claim or decline an INTERAC e-Transfer using the online banking service of another Participating Financial Institution you may be required to accept the terms and conditions provided by that Participating Financial Institution for its online banking service. Other Participating Financial Institutions may charge additional fees for using this service.
- Except in the case of an Autodeposit Transfer, if you are a Recipient, you must provide the correct Security Question & Answer to claim or decline an INTERAC e-Transfer.
- If you successfully claim the INTERAC e-Transfer using Online Banking or the online banking services of another Participating Financial Institution you should generally receive funds immediately. Regardless of how you claim the INTERAC e-Transfer, the actual time to receive funds may vary and you acknowledge that it may take significantly longer to receive funds in your Account. We cannot guarantee the date that you will receive the transfer amount in your Account and we will not be liable for any costs, expenses, losses or inconvenience that you may incur as a result of a delay in processing an INTERAC e- Transfer.
- If you are a Sender and a Recipient declines an INTERAC e-Transfer, we will provide notice to you that the Recipient has declined it, and the INTERAC e-Transfer will no longer be available to the Recipient.

## **13. Cancelling an INTERAC e-Transfer or Request Money Transfer**

- If you are a Sender, you may request us to cancel an INTERAC e-Transfer before the Recipient has successfully claimed the INTERAC e-Transfer (to do so you must select the specific INTERAC e-Transfer from the "Pending Transfers" page of the INTERAC e- Transfer Service and follow the instructions for cancellation). If you are a Recipient



of an INTERAC e-Transfer, you acknowledge that an INTERAC e-Transfer may be cancelled at any time by the Sender before you have claimed the INTERAC e-Transfer.

- A Requester may cancel a Request Money Transfer before it is fulfilled by the Sender by selecting the Request Money Transfer from the "Pending Transfers" page of the INTERAC e-Transfer Service and following the instructions for cancellation.
- You also agree that we may cancel an INTERAC e-Transfer or a Request Money Transfer at any time before the Recipient has claimed the INTERAC e-Transfer or before the INTERAC e-Transfer amount has been deposited into the account of the Autodeposit Recipient or Requester, if we have reason to believe a mistake has occurred or if we believe the INTERAC e-Transfer or Request Money Transfer is a product of unlawful or fraudulent activity.

**14. Expired INTERAC e-Transfer or transfer amount cannot be deposited**

- If the Recipient does not claim or decline the transfer amount within 30 days from the day that the INTERAC e-Transfer was sent (or if the transfer amount is not sent successfully to the Recipient's INTERAC e-Transfer Contact Information within that 30-day period) the INTERAC e-Transfer amount will be returned to the Sender's Account.
- If the transfer amount cannot be deposited into the account of an Autodeposit Recipient or a Requester, a notice will be sent to you and the funds will be re-deposited into your Account.

**15. Use of Personal Information and Your Consent**

Any personal information that we collect from you relating to the INTERAC e-Transfer Services (including any email addresses and mobile telephone numbers that you provide to us if you are a Sender, Recipient or Requester) will be treated in accordance with the Conexus Privacy Code and Privacy Online policy. You agree that Conexus may collect and use this personal information to make the INTERAC e-Transfer Services available to you (including to process INTERAC e-Transfers and Request Transfers). You also agree that we may share this personal information with other Participating Financial Institutions, with Interac, and with Interac's suppliers and agents, for purposes of operating the INTERAC e-Transfer Services.

**16. Transmission of Personal Information**

You agree and acknowledge that any personal information sent through INTERAC e-Transfer Services by you, whether you are a Sender, Recipient or Requester, shall be your responsibility, and we shall not be liable for any cost, expense, loss, damage, or inconvenience for any violation of applicable privacy laws or regulations, as the case may be, and for certainty, you further agree that any transfer of personal information through INTERAC e-Transfer Services shall be in accordance with the Conexus Privacy Code, Privacy Online policy and any applicable privacy laws or regulations.

**17. ThreatMetrix Services**

- In connection with the INTERAC e-Transfer Service, we, and other Participating Financial Institutions, are required to provide Interac with access to device profiling

data during all service interactions. Interac has retained TMX to implement the ThreatMetrix Services which require access to such device profiling data.

- You agree not to: (i) interfere with or disrupt the integrity or performance of the ThreatMetrix Services or any related device profiling data; or (ii) attempt to gain unauthorized access to the ThreatMetrix Services or their related systems or networks.
- You agree: (i) to comply with all applicable laws as they relate to your use of the ThreatMetrix Services; (ii) upon request, to provide us with any required approvals in connection with the ThreatMetrix Services including those relating to any computer code deposited on any device and information secured from you or your device; and (iii) that any data you provide in connection with the ThreatMetrix Services will be in accordance with all applicable laws and regulations.
- You agree to indemnify and hold us harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with any claim alleging that use of any information or data provided by you in connection with the ThreatMetrix Services, infringes the rights of, or has caused harm to, a third party.
- You agree that any transfer of personal information to TMX through INTERAC e-Transfer Services or the ThreatMetrix Services shall be in accordance with the Conexus Privacy Code, Privacy Online policy and any applicable privacy laws or regulations.

## ELECTRONIC SERVICES AGREEMENT

### PART 3 – MOBILE REMOTE DEPOSIT SERVICES (DEPOSIT ANYWHERE™) – ADDITIONAL TERMS AND CONDITIONS

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#### 1. Application of this Part

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

#### 2. Definitions

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

- **"Central 1"** means Central 1 Credit Union who provides technology and services to us that we may use to provide the Mobile Remote Deposit Services;
- **"Eligible Account"** means an Account that you hold with us, which we allow you to make deposits to using the Mobile Remote Deposit Services;
- **"Eligible Item"** means a Deposit Item that meets the criteria and requirements described in Section 5 of this Part 3;
- **"Deposit Item"** means a paper cheque (including a bank draft) that is denominated in Canada dollars and that is drawn on a financial institution branch located in Canada;
- **"Mobile Remote Deposit Services"** means the Deposit Anywhere™ remote deposit capture service that we may offer through Online Banking. The Mobile Remote Deposit Services allow you to make deposits to an Eligible Account by taking a picture of the front and back of an Eligible Item and then delivering the image and deposit information to us; and
- **"Official Image"** means an electronic image of an Eligible Item that you create by taking a picture of the front and back of the Eligible Item with an Electronic Device.

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

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

use of the Mobile Remote Deposit Services to Central 1 (including personal information) to allow us and Central 1 to provide the Mobile Remote Deposit Services to you; and (iii) you agree to grant to Central 1, a non-exclusive, irrevocable, perpetual, royalty-free, world-wide right and license to use (and to authorize other persons to use) Official Images, other information regarding an Eligible Item and additional information that we may provide to Central 1 about you and your use of the Mobile Remote Deposit Services for the purpose of providing the Mobile Remote Deposit Services to you.

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

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

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

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

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

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

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

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

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

## **8. Investigations**

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

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

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

- You acknowledge and agree that we expressly disclaim all warranties of any kind as to the Mobile Remote Deposit Services, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- You agree that we will not be responsible for any losses or damages, including, but not limited to, damages for loss of profits, use of data (even if we have been advised of the possibility of such damages) resulting from: (i) your use or your inability to use the Mobile Remote Deposit Services; (ii) an interruption in your receipt of the Mobile Remote Deposit Services or a delay in processing a deposit; (iii) our requirement that you obtain another Deposit Item as contemplated in Section 7 of this Part 3; (iv) unauthorized access to or alteration of your transmissions or data; (v) any other person transmitting a Deposit Item (or any other item or instrument) to the credit of your Account; (vi) the poor quality of the Official Image or Deposit Item (including rejection of the Deposit Item or delayed or incorrect crediting of the Deposit Item); (vii) any charge back or adjustment that we make to your Account as contemplated in Section 6 of this Part 3; or (viii) any inaccurate information you supply regarding the Deposit Item.
- By using the Mobile Remote Deposit Services, you accept the risk that an item may be intercepted or misdirected during transmission. We are not responsible to you or any other person if this does happen.

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

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

## **11. Indemnification**

- You agree to indemnify and hold us harmless from any loss or damage we may incur because of a breach of the warranty in Section 10 of this Part 3 (except for any loss or damage that we incur because of our own gross negligence or intentional misconduct).
- You agree to indemnify and hold us, our affiliates, our service providers and Central 1 harmless from any Third Party claims liability, damages, expenses and costs (including but not limited to, reasonable attorney's fees) that are caused by or arising from: (i) your use of the Mobile Remote Deposit Services; (ii) the re-deposit or re- presentation of items that were at any time presented as Official Images of Eligible Items; (iii) the misuse of Official Items (or items purporting to be Official Items); or (iv) your violation of any terms and conditions in this Part.

## ELECTRONIC SERVICES AGREEMENT

### PART 4 – ALERTS SERVICES – ADDITIONAL TERMS AND CONDITIONS

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#### 1. Application of this Part

The terms of this Part 4 apply to the Alerts Services. If there is a conflict between the terms in Part 4 and the general terms and conditions in Part 1, the terms of this Part 4 will apply to the extent necessary to resolve the conflict.

#### 2. Definitions

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

- **"Alerts"** means notifications about certain events or situations that we provide or make available through the Alerts Services from time to time. Alerts may be sent by email, SMS text message or by push notification to an Electronic Device;
- **"Alerts Section"** means: (i) the location in a mobile application that is designed by us (or by a third-party service provider for us) where you can select, manage, and/or view your Alerts; or (ii) the location in Online Banking where you can select, manage, and/or view your Alerts;
- **"Alerts Services"** means the Alert notification service that we provide or make available through Online Banking or Mobile Banking;
- **"Automatic Alert"** means a mandatory Alert that we provide to you through the Alerts Services; and
- **"Optional Alert"** means an Alert that you choose to receive from us through the Alerts Services;
- **"SMS" or "Short Message Service"** is a text messaging service component of an Electronic Device.

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

- You acknowledge that we may make all or part of the Alerts Services available to you from time to time, but we are not under an obligation do so. You do not have the option to suppress an Automatic Alert however we may allow you to select whether you choose to receive it via email, SMS text message, or push notification as described below.
- The availability of the Alerts Services may also depend on whether the Alerts Services is supported by your mobile carrier.
- The Alerts Section will allow you to select each type of Optional Alert that you wish to receive and whether you receive it via email or SMS text message. The Alerts Section

will also allow you to select whether you receive an Automatic Alert via email, push notification or text message.

- You acknowledge that:
  - (i) In order to receive Alerts by email you must register an email with us in the Alerts Section;
  - (ii) In order to receive Alerts by SMS text message and/or push notification to an Electronic Device you must register the Electronic Device with us in the Alerts Section;
  - (iii) As part of the registration process, you may also be required to provide a short nickname for each Account in the Alerts Section; and
  - (iv) If we make Alerts available via push notification to your Electronic Device, you may be required to adjust the settings on your Electronic Device.
- You acknowledge that we can, at any time and without notice to you:
  - (i) Add or remove an Alert from the Alerts Services for any reason;
  - (ii) Impose limits on the number of email addresses or Electronic Devices that you will be allowed to receive Alerts to; and/or
  - (iii) Limit how a particular type of Alert is made available to you (i.e., only by email or SMS text message, etc.).
- You can delete an Optional Alert at any time in the Alerts Section.
- You also acknowledge that we may activate one or more Optional Alerts for you and/or require you to keep these Optional Alerts activated in order to continue to use or access any of the Services. Without limiting the foregoing, if we know or suspect that there has been misuse or unauthorized use of your Account or your Username, Password or OTP, we may activate one or more Optional Alerts for you and require you to keep such Optional Alerts activated as a condition of using or accessing any or all of the Services. You acknowledge and agree that we are not responsible for any type of direct loss that you may suffer or any other type of loss, damage, delay or inconvenience that you may incur if you deactivate or suppress an Optional Alert that we have required you to activate and/or use, even if we would otherwise be liable to you pursuant to Section 10(a) of the Part 1 (General Terms and Conditions) of this Agreement.
- In addition to any other obligations or requirements in this Agreement, you agree to notify us immediately if you receive an Alert that identifies any suspicious or unauthorized login activity on any of your Accounts.

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

- Alerts are not encrypted and will be sent by a non-secure method such as email, text message or push notification.



- You also acknowledge that Alerts may be lost, reviewed, intercepted, or changed by others before they are received by you (including by others that may have access to your Electronic Device or email account).

## **5. Carrier Charges**

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

## ELECTRONIC SERVICES AGREEMENT

### PART 5 – DIGITAL WALLET – ADDITIONAL TERMS AND CONDITIONS

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#### 1. Application of this Part

The terms of this Part 5 apply if you use Digital Wallet Services. If there is a conflict between the terms in Part 5 and the general terms and conditions in Part 1, the terms of this Part 5 will apply to the extent necessary to resolve the conflict.

#### 2. Definitions

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

- **"debit card"** means the electronic equivalent of your Conexus debit card which is registered for use with Digital Wallet Services;
- **"Digital Wallet Services"** means those services offered by Providers that allow you to use a debit card to perform Transactions using your Electronic Device at a Participating Merchant;
- **"Participating Merchant"** means a merchant or other Third Party that accepts payment through Digital Wallet Services; and
- **"Provider"** means a Third Party that makes Digital Wallet Services available through its proprietary applications or operating systems, as the case may be.

#### 3. Other Agreements

- You understand that your use of Digital Wallet Services may also be subject to agreements or terms of use with Third Parties, including a Provider and your wireless carrier.
- You understand and agree that you are solely responsible for identifying, understanding and complying with all agreements or terms of use applicable to your use of Digital Wallet Services.

#### 4. Use of Debit Cards with Digital Wallet Services

- If you want to add a debit card to Digital Wallet Services, you must follow the procedures adopted by the Provider, any instructions provided by us, and any further procedures the Provider or we adopt.
- You understand that Digital Wallet Services may not be accepted at all places where your Conexus debit card is accepted. You may wish to carry your Conexus debit card with you in case Digital Wallet Services are not accepted or are otherwise unavailable.

#### 5. Removal, Blocking or Suspension of Debit Card

- You understand that we may not permit you to add a debit card to Digital Wallet Services if we cannot verify the related Conexus debit card, if your Account is not in good standing, if we suspect that there may be fraud associated with the related

Conexus debit card if applicable laws change or for any other reason we determine at our sole discretion.

- You may suspend, delete or reactivate a debit card in Digital Wallet Services by following the Provider's procedures for suspension, deletion or reactivation.
- Conexus may suspend your ability to use a debit card or cease allowing you to use your debit card to participate in or otherwise use the Digital Wallet Services. We may take these actions at any time, without telling you first, and for any reason, including if you fail to comply with this Agreement, if we suspect fraud, if your Account is not in good standing, if there is a change in applicable law, or for any other reason as we determine in our sole discretion.
- A Provider may suspend or remove your debit card from its Digital Wallet Services in accordance with the agreement in force between you and the Provider.

## **6. Maximum Dollar Limit**

Payment networks, Participating Merchants, Providers or we may establish Transaction limits from time to time in their or our discretion. As a result, you may be unable to use Digital Wallet Services to complete a Transaction that exceeds these limits.

## **7. Applicable Fees**

- We may charge you fees in connection with your use of Digital Wallet Services.
- Your mobile service carrier, the Provider or other Third Parties may charge you service fees in connection with your use of your Electronic Device or Digital Wallet Services.

## **8. Security**

- You are responsible for keeping your Digital Wallet Services secure. This includes identifying available security features offered by Providers and implementing those features, and also includes keeping all security details (e.g., Passwords) confidential at all times. Only you, the individual whose name is associated with a Conexus debit card should use that Conexus debit card with Digital Wallet Services.
- You are responsible for keeping your Electronic Device secure. You will secure your Electronic Device with the same care you would your Password and PIN in order to avoid unauthorized use of your Account(s). This includes properly maintaining the security of your Electronic Device at all times, including keeping it locked when not in use, keeping it up to date with the latest operating system software and security patches, and ensuring that only your credentials and biometrics are registered on your Electronic Device.
- You are responsible for any loss or damages incurred as a result of your use of Digital Wallet Services on an Electronic Device that has had its security or integrity compromised (e.g., where the Electronic Device has been "rooted" or "jailbroken").
- Except as otherwise set out in this Agreement, you will be responsible for all Transactions carried out using your Electronic Device regardless of whether the credentials or biometrics used were yours or those of another person.

- If your Electronic Device or Conexus debit card is lost or stolen, your login and credentials are compromised, there is a problem with a debit card or Transaction, or if you believe there is an error on your Account or you suspect fraud, you agree to immediately notify us. In such case, your Conexus debit card may be cancelled, Digital Wallet Services may be suspended, and we may take other security measures to prevent unauthorized use of your Account(s).
- We will be liable to you for direct losses to your Account(s) that occur through Digital Wallet Services after you provide us with notice as contemplated above, so long as you agree to cooperate and assist us fully in any related investigation and so long as it is shown that you did not knowingly contribute to the problem or unauthorized Transaction and that you took reasonable steps to protect the security of your Digital Wallet Services and Electronic Device.
- If you intend to sell, give away or dispose of your Electronic Device, you should first delete debit card and other personal information from your Electronic Device.

## **9. Your Information**

- The collection, use and disclosure of your personal information is governed by the Conexus Privacy Code and Privacy Online policy. In addition, you agree that Conexus may collect, use and disclose personal information about you, including information related to your Account(s) and use of Digital Wallet Services, in order to verify your identity and to facilitate your use of Digital Wallet Services.
- To help protect you and us from error and criminal activities, we and a Provider may share information reasonably required for such purposes as fraud detection and prevention (for example, informing a Provider if you notify us of a lost or stolen Electronic Device).
- You understand and agree that we may aggregate and anonymize information relating to your spending and Transactions for analysis purposes and may share that anonymized information with Providers.
- You understand that use and disclosure of your personal information by Third Parties may be governed by additional privacy policies in force between you and Third Parties, such as a Provider. You are solely responsible for identifying, understanding, and complying with all additional privacy policies.

## ELECTRONIC SERVICES AGREEMENT

### PART 6 – “LOCK ‘N’ BLOCK” – ADDITIONAL TERMS AND CONDITIONS

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#### 1. Application of this Part

The terms of this Part 6 apply if you use the Lock ‘N’ Block Service. If there is a conflict between the terms in Part 6 and the general terms and conditions in Part 1, the terms of this Part 6 will apply to the extent necessary to resolve the conflict.

#### 2. Definitions

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

- **"Lock ‘N’ Block Service"** means the service that enables you to: (i) select settings to disable and re-enable the processing of certain transactions from your Payment Card; (ii) set certain spending limits on your Payment Card, until you adjust or remove those limitations; and (iii) report your Payment Card as lost or stolen;
- **"Everlink"** means EVERLINK PAYMENT SERVICES INC.; and
- **"Payment Card"** means your Conexus debit card.

#### 3. Use of Lock ‘N’ Block Service

- You acknowledge that we may make all or part of the Lock ‘N’ Block Service available to you, but we are not under an obligation to do so.
- Everlink's ability to perform, and our ability to provide, the Lock ‘N’ Block Service is conditional upon Everlink having received a valid request from you through the Services which conforms to any specifications set by us or Everlink.
- Nether we, nor Everlink, is responsible should you fail to deliver a valid request to Everlink for any reason, including, without limitation, any malfunction of the Services, any failure by you to use the Services or other services properly, any problems with your Electronic Device, or any Internet or mobile service disruptions.
- To use the Lock ‘N’ Block Service, you must have access to the Services on your Electronic Device, and you must use the Lock ‘N’ Block Service through the Services.
- Only Payment Cards issued by us and processed by Everlink are eligible for the Lock ‘N’ Block Service.

#### 4. Changes to Lock ‘N’ Block Service

Everlink may make changes to the Lock ‘N’ Block Service that it deems necessary or useful: (i) to maintain or enhance the quality or delivery of the Lock ‘N’ Block Service; (ii) to maintain or enhance the competitive strength of or market for the Lock ‘N’ Block Service; (iii) to maintain or enhance the cost, efficiency or performance of the Lock ‘N’ Block Services; or (iv) to comply with applicable laws.