

**Effective December 11, 2018**

**ELECTRONIC SERVICES AGREEMENT**

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**The 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            Electronic Mail Services (epost™) - Terms and Conditions
- Part 4            Mobile Remote Deposit Services (Deposit Anywhere™) – Terms and Conditions
- Part 5            Alerts Services – Terms and Conditions
- Part 6            Personal Financial Management Services (PFM) - Terms and Conditions
- Part 7            Mobile Payment Services - 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;
- **"Central 1"** means Central 1 Credit Union;
- **"Electronic Device"** means a personal computer, cell phone, smart phone, telephone, mobile device, wireless device, tablet 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;
- **"Mobile Payment Services"** has the meaning given to that term in Part 7;
- **"Online Banking"** means the online banking service that we offer, and includes access through Mobile Banking;
- **"Password"** means a confidential personal access code comprised of a combination of numbers, letters and/or symbols that you select for your sole use to identify yourself that you must provide to access the Services;
- **"Personal Verification Questions"** means the questions and answers you may be required to choose, and provide answers to when prompted, to help confirm you are the person accessing 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;
- **"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 MEMBER CARD® debit card number and Password to access the Services. You may also be required to answer your Personal Verification Questions 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.

- 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, 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. Passwords and Personal Verification Questions**

- You agree to always keep your Password and Personal Verification Questions strictly confidential. You must not disclose your Password or Personal Verification Questions to anyone. Your Password and Personal Verification Questions 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 Password or Personal Verification Questions or if you know or think that someone may know your Password or Personal Verification Questions, you must change your Password or Personal Verification Questions, as applicable, immediately and you must notify us immediately. To notify us you must call us 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:
  - (a) making sure that other people cannot see the screen or keypad on your Electronic Device or cannot hear your call, as applicable;
  - (b) signing out after each Online Banking session and not leaving your Electronic Device unattended while logged into Online Banking;
  - (c) taking reasonable steps to protect your Electronic Device against theft; and

(d) not accessing Online Banking through a public computer. It is very important that you do not access Online Banking using a public computer, as 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 use the Services to make bill payments: (a) you are responsible for ensure that the billing information you provide to us is accurate and up-to-date, and (b) if you give an instruction (including a scheduled payment instruction to make a payment from an Account), you acknowledge that the payment may not be received by the recipient on the date of the instruction or the date the funds were withdrawn from your Account.

- 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 will 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 are liable to 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 Password or Personal Verification Questions 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 Password or Personal Verification Questions); (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 (iii) 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 Online Banking on a public computer, even if we would otherwise be liable to you pursuant to this Section 10(a).

- (b) Your Responsibility. We are not responsible for any other type of 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 Password or Personal Verification Questions; (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; (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 charter of the Services.

## **12. 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.

## **13. Notice**

- Notice of changes will be posted on our website.

## **14. 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 [\[link\]](#) terms and conditions governing the use of our website.
- 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).

#### **15. 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 us at 1-800-667-7477 or contact your local branch. Our records of notification will be deemed to be correct.

#### **16. Disputes**

- If you have any dispute with us regarding a Transaction, you agree to contact the branch for the Account involved or 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.

#### **17. 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.

#### **18. 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.

#### **19. 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 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 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;
- **"CertaPay"** means a division of Acxsys Corporation. CertaPay supplies e-Transfer services to us and other financial institutions that participate in the e-Transfer Service.
- **"Eligible Person"** means any of the following:
  - (i) an individual with online or mobile access to a personal Account with Conexus;
  - (ii) an individual with online or mobile access to a personal account with another Participating Financial Institution;
  - (iii) an Eligible Business with online or mobile access to a Conexus Business Account;
  - (iv) a Business User of an Eligible Business with online or mobile access to a Conexus Business Account;
  - (v) a Business with online or mobile access to a business account with another Participating Financial Institution; or
  - (vi) an individual with online or mobile access to a business account with another Participating Financial Institution;
- **"e-Transfer"** or **"transfer amount"** means an INTERAC e-Transfer sent or received through the e-Transfer Service;
- **"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;

- **"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 e-Transfers, and includes Conexus;
- **"Recipient"** means an Eligible Person who is intended to receive an 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 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 e-Transfer;
- **"Sender"** means an Eligible Person who requests a Participating Financial Institution to send an e-Transfer to a Recipient, including if applicable, to complete a Request Money Transfer that is made by a Requester; and

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

- You acknowledge that we may make the e-Transfer Service or certain features of the e-Transfer Service available to you from time to time but we are not under an obligation to do so.
- The 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 CertaPay may also set limits for sending, receiving or requesting e-Transfers.
- The e-Transfer is only available in Canadian dollars and any fees or charges that we establish for the e-Transfer Service are non-refundable.

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

- If you are the Sender of an e-Transfer, we will withdraw the transfer amount from your Account and a notice will be sent to the Recipient's 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 e-Transfer Service.

- Except in the case of an Autodeposit Transfer, after you send an 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 e-Transfer, (b) the e-Transfer has been cancelled by you or, (c) the e-Transfer has expired.
- We will not pay interest on the amount of the 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 e-Transfer, you are responsible for reviewing the status of the 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 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 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 e-Transfer Service. After registration, an 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 e-Transfer to an Autodeposit Recipient, you will be prompted to confirm that the Recipient is your intended Recipient.

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

- If you are the Sender of an e-Transfer or a Requester, you are responsible for providing correct and operational 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 e-Transfer Contact Information. You also agree that it is your responsibility to verify the e-Transfer Contact Information before completing the 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 e-Transfer, you agree to create a Security Question & Answer and to keep it confidential. The answer to the Security Question & Answer should be something that is known only to you and the Recipient to help prevent unauthorized access to the e-Transfer.
- The Security Question & Answer should not be revealed in any optional message that accompanies the e-Transfer. 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 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 e-Transfer**

- If you are the Sender of an e-Transfer, you agree that Conexus and other Participating Financial Institutions are authorized and entitled to pay the transfer amount to anyone who, using the e-Transfer Service, or the online banking service of another Participating Financial Institution:
  - (i) claims to be the Recipient of the 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.
- 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 CertaPay. 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. Claiming or Declining an e-Transfer**

- If you are a Recipient, you may claim an e-Transfer using Online Banking or the online banking service of another Participating Financial Institution. In order to claim or decline an e-Transfer using the online banking services 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 e-Transfer.
- If you successfully claim the 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 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 e-Transfer.
- If you are a Sender and a Recipient declines an e-Transfer, we will provide notice to you that the Recipient has declined it, and the e-Transfer will no longer be available to the Recipient.

#### **12. Cancelling an e-Transfer or Request Money Transfer**

- If you are a Sender then you may request us to cancel an e-Transfer before the Recipient has successfully claimed the e-Transfer (to do so you must select the specific e-Transfer from the "Pending Transfers" page of the e-Transfer Service and follow the instructions for cancellation). If you are a Recipient of an e-Transfer you acknowledge that an e-Transfer may be cancelled at any time by the Sender before you have claimed the 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 e-Transfer Service and following the instructions for cancellation.
- You also agree that we may cancel an e-Transfer or a Request Money Transfer at any time before the Recipient has claimed the e-Transfer or before the 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 e-Transfer or Request Money Transfer is a product of unlawful or fraudulent activity.

**13. Expired 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 e-Transfer was sent (or if the transfer amount is not sent successfully to the Recipient's e-Transfer Contact Information within that 30-day period) the 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.

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

- Any personal information that we collect from you relating to the 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 e-Transfer Services available to you (including to process e-Transfers and Request Transfers). You also agree that we may share this personal information with other Participating Financial Institutions, with CertaPay, and with CertaPay's suppliers and agents, for purposes of operating the e-Transfer Services.



# ELECTRONIC SERVICES AGREEMENT

## PART 3 - ELECTRONIC MAIL SERVICE (epost™) 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 epost Service. 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:

- **"eBiller"** means a person who uses the epost Service to deliver bills and invoices to you electronically via the epost Service;
- **"eBills"** means electronic versions of bills, invoices or other records, documents or information relating to bills and invoices that we may make available to you to receive and view through the epost Service;
- **"epost"** means EPO Inc. (currently doing business as epost™); and
- **"epost Service"** means the electronic mail service provided by epost that we may offer through Online Banking. The epost Service allows you to receive and view eBills.

### 3. Availability of epost Service

- You acknowledge that we may make the epost Service available to you from time to time as a Third Party Service but we are not under an obligation to do so.
- You are responsible to enroll, maintain and cancel the epost Service and for enrolling separately with each eBiller, as required.
- Your relationship with epost and each eBiller is independent and separate from your relationship with us and is outside of our control. Any dispute that relates to the epost Service is strictly between you and epost and/or the eBiller, and you agree to raise no defence or claim against us.

### 4. Consent to Use and Disclosure of Information by epost

- You consent to epost preparing, using, and disclosing reports relative to the performance and/or operation of the epost Service, including statistical or performance reports and

other analysis, compilation, and information about the epost Service or you, and reports that pertain to your involvement in and use of the epost Service.

- You also consent to epost disclosing to us your specific data that consists of the total number of eBillers for which you have registered, without identifying those eBillers apart from us and our affiliates, and without identifying detailed data of your viewing activities.
- You also acknowledge that the consents above are requirements of epost and if you do not accept these requirements, you must not use, or must withdraw from participation in the epost Services.

**5. Acknowledgment re: No Response from Conexus re: epost**

- We will not respond directly to you with respect to any inquiries, requests, questions, complaints, or other issues relating to the epost Services in any way, other than to direct you to the eBiller or to epost. All such inquiries, requests, questions, complaints or other issues that you may have relating to the epost Service must be addressed to epost and/or the applicable eBiller directly.

# ELECTRONIC SERVICES AGREEMENT

## PART 4 - MOBILE REMOTE DEPOSIT SERVICES (DEPOSIT ANYWHERE™) ADDITIONAL TERMS AND CONDITIONS

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### 1. Application of this Part

- The terms of this Part 4 apply if you enroll and use the Mobile Remote Deposit 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:

- **"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 4;
- **"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 a 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 Payments Canada (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 4; (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 4; 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 4 (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 5 - ALERTS SERVICES ADDITIONAL TERMS AND SERVICES

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### 1. Application of this Part

- The terms of this Part 5 apply only if you enroll in and use the Alerts 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:

- **"Alerts"** means notifications about certain events or situations that we make available through the Alerts Services from time to time. Alerts may be sent by email, SMS text message and/or in certain instances, 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 view your Alerts; or (ii) the location in Online Banking where you can select, manage and view your Alerts;
- **"Alerts Services"** means the Alert notification service that we may offer through Online Banking or Mobile Banking. The Alerts Services allows you to subscribe to various Alerts for your Accounts through the Alerts Section;
- **"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.
- 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 Alert that you wish to receive and whether you receive it via email or SMS text message, provided that:



- In order to receive Alerts by email you must register an email with us in the Alerts Section;
- 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;
- As part of the registration process, you may also be required to provide a short nickname for each Account in the Alerts Section;
- 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:
  - Add or remove an Alert from the Alerts Services for any reason;
  - Impose limits on the number of email addresses or Electronic Devices that you will be allowed to receive Alerts to; and/or
  - 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 all or selected Alerts at any time in the Alerts Section.

#### **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 6 - PERSONAL FINANCIAL MANAGEMENT SERVICE (PFM) ADDITIONAL TERMS AND CONDITIONS

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### 1. Application of this Part

- Except where otherwise specified, the terms of this Part 6 apply to both the PFM Foundation Service and the PFM Aggregation Service. However, if you choose not to receive the PFM Aggregation Service, then the terms below which are specific to the PFM Aggregation Service are not applicable to you.
- 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:

- **"Account Provider"** means us or an External Available Account Provider, as applicable;
- **"Available Account"** means an Account that you hold with us, which we allow you to view through the PFM Service. It may also include an account that you hold with a financial institution or other entity with whom Central 1 has an agreement to permit you to view through the PFM Service;
- **"Central 1"** means Central 1 Credit Union;
- **"External Available Account"** means a financial services account that you hold with a Third Party, which we allow you to view through the PFM Aggregation Service;
- **"External Available Account Access Information"** means any information that you must enter to access an External Available Account such as a client identification number, username, access code, or password;
- **"External Available Account Provider"** means another financial institution or other Third Party with which you have an External Available Account;
- **"Mandatory Terms"** means the provisions in Schedule A attached to this Part 6 which we are required to include in this Agreement as a result of the arrangements with our Service Providers;

- **"PFM Content"** means PFM Information and, if applicable, your External Account Access Information;
- **"PFM Information"** means balance and transaction information relating to your Available Accounts and, if applicable, any External Available Accounts;
- **"PFM Aggregation Service"** means the personal financial management and account aggregation feature (accessed through Online Banking) that retrieves, organizes, consolidates and presents PFM Information to you about your Available Accounts and External Available Accounts;
- **"PFM Foundation Service"** means the personal financial management and account aggregation feature (accessed through Online Banking) that retrieves, organizes, consolidates and presents PFM Information to you about your Available Accounts;
- **"PFM Service"** means the PFM Foundation Service and the PFM Aggregation Service;
- **"PFM Service Provider"** means Yodlee Inc. who has been retained by Central 1 to assist in providing the PFM Service; and
- **"Service Providers"** means the PFM Service Provider and Central 1.

### 3. **Availability and Use of PFM Service**

- The PFM Foundation Service is an integrated part of Online Banking. Your use of the personal financial management and account aggregation feature of the PFM Foundation Service is optional; however, you acknowledge that we do provide some limited information about the debits and credits in your Accounts with us to the PFM Service Provider regardless of whether you use these features. This information about your Accounts will be used by the PFM Service Provider to provide the PFM Service if you choose to use these personal financial management and account aggregation features. The information about your Accounts with us is anonymized for transmission to the PFM Service Provider.
- You understand that the PFM Service is performed and provided on our behalf by Central 1 and that Central 1 has retained the services of the PFM Service Provider to assist in providing the PFM Service. You agree that the Mandatory Terms will apply to the PFM Service.
- You are responsible for advising us of each Available Account and each External Available Account that you wish to view through the PFM Service. However, you acknowledge that either we or our Service Providers can refuse to add an Available Account or an External Available Account in our sole discretion.

- You also acknowledge that we or our Service Providers can, at any time:
  - Add or remove an Available Account or an External Available Account from the PFM Service for any reason;
  - Verify any External Available Account; or
  - Limit the number of Available Accounts or External Available Accounts that can be linked through the PFM Service.

#### **4. Access to Accounts to Provide PFM Services**

- You authorize and direct us and our Service Providers to do everything necessary to provide the PFM Service to you. Further, you authorize and direct the Service Providers to retrieve, consolidate, organize and present PFM Information to you. You confirm that you have the right to give Conexus and the Service Providers this authorization and direction.
- You understand and agree that by using the PFM Service you will be required to share certain otherwise confidential and personal information to the Service Providers. Specifically, the Service Providers are entitled to use and disclose your PFM Content to provide the PFM Service to you as set out in Section 3 of the Mandatory Terms.

#### **5. Disclosure of PFM Content and Risk of Loss**

- Where you have elected to aggregate your Available Accounts and/or External Available Accounts through the PFM Service, Conexus will disclose limited information about your Available Accounts to the PFM Service Provider solely for the purposes of providing the PFM Service to you.
- You understand and agree that no right of access to PFM Content granted by you to Conexus or the PFM Service Provider in order to provide the PFM Service creates an obligation for either party to monitor or warn you of any unusual or unauthorized account activity on any of your Available Accounts or External Available Accounts.
- You understand and agree that Conexus is not responsible for any loss of any kind relating to your disclosure of your PFM Content for the purpose of using the PFM Service, unless such loss is caused by the act or negligence of Conexus.

#### **6. Entering Account Access Information (Applicable to PFM Aggregation Only)**

- In order to access External Available Accounts to receive the PFM Service, you will directly provide the PFM Service Provider with your External Available Account Access Information for each External Available Account. Your External Available Account Access Information will be stored by the PFM Service Provider and used to retrieve PFM Information to be presented to you.

- The PFM Service Provider acts on your behalf to access information from your External Available Accounts. We do not access, store or have control over or access to any of your External Available Account Access Information.
- You will ensure that your External Available Account Access Information is true, accurate and complete. You must update your External Available Account Access Information as soon as it changes in order for the PFM Service Provider to retrieve PFM Information.
- We may refuse to add an External Available Account to the PFM Aggregation Service in our sole discretion. We reserve the right to verify and/or to have External Available Accounts removed from the PFM Aggregation Service at any time. We also reserve the right to limit the number of External Available Accounts that can be linked through the PFM Aggregation Service.

#### **7. Rights and Obligations of PFM Service Provider (Applicable to PFM Aggregation Only)**

- In addition to the rights and obligations listed above, the PFM Service Provider is entitled to use and disclose your External Available Account information in accordance with the PFM Service Provider's Privacy Policy (as may be revised or replaced from time to time). This External Available Account information is provided directly to the PFM Service Provider by you and Conexus has no control over or access to this External Available Account Information. The PFM Service Provider's Privacy Policy is currently available at: <http://www.yodlee.com/legal/privacy-notice/>. Under its current Privacy Policy, you may withdraw your consent to the PFM Service Provider's use of your PFM Content for any purpose other than to provide the PFM Service to you. It is important to note however that this Privacy Policy may change from time to time and therefore your right to withdraw this consent may also change. You should continue to monitor the PFM Service Provider's website for changes to their Privacy Policy to ensure you understand the PFM Service Provider's ability to use and disclose your External Available Account information.

#### **8. Arrangements with External Available Account Providers (Applicable to PFM Aggregation Only)**

- It is your responsibility to review your agreements with your External Available Account Providers to determine whether disclosure of your External Available Account Access Information to the PFM Service Provider is authorized for the purposes of providing the PFM Service. You should also review your agreements to determine what the consequences of such disclosure and what your liability is in connection with such disclosure.
- You understand and agree that the PFM Information that is retrieved for you from External Available Account Providers is prepared by them and that we are not responsible for the completeness or accuracy of that information. The Credit Union and the PFM Service

Provider will not be responsible or liable to you for any damages resulting from the use of or the inability to use PFM Information or the incompleteness or inaccuracy of data comprising the PFM Information.

- You also understand that PFM Information continues to be subject to any terms or conditions imposed by the External Available Account Providers. You must access the website or online service of the External Available Account Provider to view any information or content (other than PFM Information) including any notices, disclosures or disclaimers.

#### **9. Disclosure of External Available Account Information to Other Financial Institutions**

- As more particularly set out in Section 3 of the Mandatory Terms, where you have subscribed to services similar to the PFM Aggregation Service through other financial institutions, the PFM Service Provider is entitled to use and disclose your PFM Content in order to provide you with such services. Where you have subscribed to such services and choose to link your Available Accounts to be aggregated, Conexus will provide all information regarding your Available Accounts to the PFM Service Provider in order to allow the PFM Service Provider to provide the other aggregation services to you.

#### **10. Withdrawal from PFM Service**

- You can withdraw from the PFM Aggregation Service at any time by contacting us at your local branch or by calling us at 1-800-667-7477.
- You may withdraw from the PFM Foundation Service at any time by contacting us at your local branch. However, you understand and agree that if you withdraw from the PFM Foundation Service, certain additional integrated services offered by Conexus, including online banking services, may no longer be available to you.

#### **11. Marketing Consent for PFM Service**

- You understand and agree that if you have previously provided us with written consent to receive marketing and promotional offers, we are authorized to use your PFM Information to provide you with marketing and promotional information related to the PFM Service.
- You may withdraw your consent to receive marketing and promotional offers at any time by contacting your local branch or by calling us at 1-800-667-7477.

### **SCHEDULE A**

#### **-MANDATORY PROVISIONS FOR ELECTRONIC SERVICES AGREEMENT-**

1. **PROVIDE ACCURATE INFORMATION** – You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

2. **PROPRIETARY RIGHTS** – You are permitted to use content delivered to you through the PFM Service only on the PFM Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the PFM Service technology, including, any Java applets associated with the PFM Service.
3. **CONTENT YOU PROVIDE** – You hereby grant to Conexus and its service providers, including Yodlee Inc. and Central 1 (collectively, “Service Providers”) a license to use any information, data, passwords, materials or other content (collectively, “Your Content”) that you provide through or to the PFM Service for the following purposes:
  - a) to provide the PFM Service to you;
  - b) to provide you with access to Your Content through other similar services provided by Yodlee Inc. to other financial institutions that you have authorized to receive Your Content; and
  - c) where you have expressly agreed to such disclosure (by or through an agreement between you and the applicable financial institution or otherwise), to provide those other financial institutions with information regarding all of the accounts that you have registered with the PFM Service (provided that such information shall not at any time include your user credentials or registration information regarding any account) so that they may use the information to provide or offer additional or complementary services to you (collectively, the “Permitted Purposes”).

Conexus and Service Providers may use, modify, display, distribute and create new material using Your Content for the Permitted Purposes. By submitting Your Content, you automatically agree, or promise that the owner of Your Content has expressly agreed, that, without any particular time limit and without the payment of any fees, Conexus and Service Providers may use Your Content for the Permitted Purposes. As between Conexus and Service Providers, Conexus owns your confidential account information.

4. **THIRD PARTY ACCOUNTS** – By linking an External Available Account to the PFM Service, you authorize Conexus and Service Providers, on your behalf, to access the applicable Third Party site to register the account for use by you in connection with the PFM Service and to retrieve data regarding the account for use by you as part of the PFM Service. For the foregoing purposes, you hereby grant to Conexus and Service Providers a limited power of attorney, and you hereby appoint each of Conexus and Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access Third Party sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN CONEXUS OR SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM A THIRD PARTY SITE, CONEXUS AND SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY THAT OWNS OR OPERATES THE THIRD PARTY SITE. You agree that Third Party account providers and site operators will be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the PFM Service is not endorsed or sponsored by any Third Party account providers accessible through the PFM Service.

5. **DISCLAIMER OF WARRANTIES** – YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE IS AT YOUR SOLE RISK. THE PFM SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. CONEXUS AND SERVICE PROVIDERS EACH EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- CONEXUS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT:
  - i) THE PFM SERVICE WILL MEET YOUR REQUIREMENTS;
  - ii) THE PFM SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
  - iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PFM SERVICE WILL BE ACCURATE OR RELIABLE;
  - iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PFM SERVICE WILL MEET YOUR EXPECTATIONS; OR
  - v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.
- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PFM SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CONEXUS OR A SERVICE PROVIDER THROUGH OR FROM THE PFM SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

6. **LIMITATION OF LIABILITY** – YOU AGREE THAT NEITHER CONEXUS NOR ANY SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY LOSS, DAMAGE OR OTHER HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF CONEXUS OR THE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- i) THE USE OR THE INABILITY TO USE THE PFM SERVICE;
- ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES;
- iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE PFM SERVICE;
- iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- v) STATEMENTS OR CONDUCT OF ANYONE ON THE PFM SERVICE;



vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF CONEXUS OR THE SERVICE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR

vii) ANY OTHER MATTER RELATING TO THE PFM SERVICE.

7. **INDEMNIFICATION** – You agree to protect and fully compensate Conexus and each Service Provider and their affiliates from any and all Third Party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney’s fees) caused by or arising from your use of the PFM Service, your violation of these terms or any infringement, by you or any other user of your account, of any intellectual property or other right of anyone.
8. **YODLEE** – You agree that each Service Provider is a Third Party beneficiary of the above provisions, with all rights to enforce such provisions as if the Service Provider were a party to this Agreement.

# ELECTRONIC SERVICES AGREEMENT

## PART 7 - MOBILE PAYMENT SERVICES ADDITIONAL TERMS AND CONDITIONS

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### 1. Application of this Part

- The terms of this Part 7 apply if you enroll and use the Mobile Payment Services. If there is a conflict between the terms in Part 7 and the general terms and conditions in Part 1, the terms of this Part 7 will apply to the extent necessary to resolve the conflict

### 2. Definitions

The following terms will have the following meanings in this Part 7:

- **"Mobile Payment Services"** means those electronic banking services that allow you to perform Point of Sale Transactions with a Virtual Debit Card and Passcode at Participating Merchants' contactless payment terminals using your Electronic Device;
- **"Passcode"** means the numerical code that you select in order to authorize certain Transactions through the Mobile Payment Services;
- **"Participating Merchant"** means a merchant or other Third Party that participates in the Mobile Payment Services;
- **"Point of Sale Transaction"** means the purchase of goods or services at a retail or service outlet through an electronic payment terminal; and
- **"Virtual Debit Card"** means the electronic equivalent of your physical Conexus debit card, which is registered for use with the Mobile Payment Services.

### 3. Initiating the Mobile Payment Services

- In order to use the Mobile Payment Services:
  - Your Account must be in good standing;
  - You must have an Electronic Device; and
  - You must agree to meet any other requirements for the access and use of the Mobile Payment Services that we may specify from time to time.
- You are responsible for the completeness and accuracy of the Account information you enter into the Mobile Payment Services.

- You are solely responsible for transactions processed through the Mobile Payment Services.

#### **4. Availability of Mobile Payment Services**

- Conexus is not responsible for the performance or security of the Mobile Payment Services.
- The Mobile Payment Services may not be available for all purchase amounts or at all merchants where your physical debit card is accepted. Conexus is not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Mobile Payment Services. You should keep your physical debit card with you to use in the event that the Mobile Payment Services are unavailable for any reason.
- Conexus, payment networks or Participating Merchants may establish transaction limits for the Mobile Payment Services from time to time, and you will be unable to complete a Transaction which exceeds these limits.
- Conexus may change the type of accounts that are eligible for the Mobile Payment Services or other requirements for the access and use of the Mobile Payment Service. Additionally, Conexus may cease allowing you to participate in or otherwise use the Mobile Payment 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.

#### **5. Limits on Use of the Mobile Payment Services**

- Your use of the Mobile Payment Services and/or a Virtual Debit Card is subject to the additional terms in the Conexus MEMBER CARD® Debit Card/Mobile Payment Personal Identification Number (PIN) Service Agreement.
- You understand that your use of the Mobile Payment Services may also be subject to additional agreements or terms of use with INTERAC and/or other Third Parties, such as your wireless carrier and other websites and services integrated into the Mobile Payment Services.
- You are responsible for any fees that are imposed by a party other than Conexus, such as applicable wireless carrier data or usage fees incurred using the Mobile Payment Services.

- You agree that you will not:
  - copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Services;
  - license, sublicense, market or distribute the Mobile Payment Services, or provide any copies to a third party;
  - attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Services; or
  - use any part of the Mobile Payment Services to gain access to interconnecting software applications to do the same.

## **6. Your Security Requirements**

- You are responsible for keeping your Mobile Payment Services login and Passcode private and secure. After enrolling in the Mobile Payment Services, you will secure your Electronic Device(s) with the same care you would your Password and Passcode in order to avoid unauthorized use of your Account(s) and will protect your Electronic Device with a secure access code and/or biometric.
- You are responsible for any loss or damages incurred as a result of your use of the Mobile Payment Services on an Electronic Device that has had its security or integrity compromised. 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 used were yours or those of another person.
- If your Electronic Device is lost or stolen, your login and credentials are compromised, or if you believe there is an error on your Account or you suspect fraud, you agree to immediately notify us. In such case, the Mobile Payment Services may be suspended or your Passcode changed, and we will be liable to you for direct losses to your Account(s) that occur through the Mobile Payment 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.
- If you intend to sell, give away or dispose of your Electronic Device, you should first delete the Conexus Mobile Payment/Mobile Service application from your Electronic Device.

## **7. Use of Your Personal 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 the Mobile Payment Services, in order to verify your identity and to make the Mobile Payment Services available to you.

- You acknowledge that the Mobile Payment Services may be used in conjunction with location based services (only applicable if your Electronic Device is used in conjunction with location-based services), and you agree that Conexus may collect, transmit, process, display, disclose, maintain or use location based data.