

Terms and Conditions

The following terms and conditions apply to the business deposit accounts you open with us. These terms and conditions tell you, the Depositor, everything you need to know about your Account, including your rights and duties as a Depositor. You should read it carefully and keep a copy of it for your records. We promise to provide you with your Account and the services described in this document. In return, you promise to be responsible for your Account, to use it according to these terms and conditions (and any other terms and conditions that we may tell you about from time to time), and to pay us any fees or expenses that apply to the Account as you use it. If your Account pays interest or includes a fee, you can find current interest rates and fees by visiting us online, contacting us by phone, or visiting us in-branch. By applying for and using the Account, you accept these terms and conditions and, in return for us agreeing to allow you to use the Account, you agree to the terms and conditions described in this document. If you have any questions, comments or concerns, we are available at any of our branches, by telephone or at our website (information available in the “Financial Institution Information” box on page 1)

1. Definitions You Need to Know

Here are the definitions for some of the words we use in the Account Contract that have a specific meaning. When we use these words in the terms and conditions below, they will be capitalized. We have also included section headings to help you along the way. The headings are not part of the terms and conditions and do not impact what the terms are, how they apply, or what they mean. They just make this document easier to read and make it easier for you to find the rules that apply to a topic.

“**Access Terminal**” means any device you can use to access any of your Accounts such as, for example, an ATM, a computer, or a portable hand-held device including a tablet, cell phone, or other wireless device.

“**Account**” means any of your accounts or subaccounts that you may have with us now or in the future.

“**Account Contract**” means all documents, including this Business Contract (Joint Venture) Application, any other consent or other form submitted by you in connection with this Business Contract (Joint Venture) Application, and any other agreements between you and us that set out the rules that apply to the Account, how the Account works, and any other services that we provide to you related to the Account. Unless we tell you otherwise, we use the terms “Account Contract” and “**Account Agreement**” interchangeably.

“**Account Statement**” means any record of Transactions that includes information about the balance of an Account, whether made available or provided to you electronically or as a mailed paper statement.

“**ATM**” means an automated teller machine (i.e., the machine where you take money out of your Account using your Debit Card and Password).

“**Authorized Signatory**” means a person identified as an Authorized Signatory in your Authorizing Resolution or Instructions Directing Account Operations, as applicable.

“**Authorized User**” means a person named as an Authorized User in the Certificate of Authorized Signers with the powers listed in your Authorizing Resolution or Instructions Directing Account Operations, as applicable.

“**Authorizing Resolution**” means the resolution you provide us that indicates who is approved to act on behalf of the Depositor and what their respective powers are.

“**Certified Facsimile Signature**” means your Facsimile Signature, or the Facsimile Signature of an Authorized User and/or Authorized Signatory, provided and certified in a manner acceptable to us.

“**Contaminant**” means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, keystroke logger, or any other harmful code or instruction that can change, delete, damage, disable, or disrupt the way any computer software or hardware works.

“**Debit Card**” means a card we issue that allows the holder of the card to deposit (put in) cash and/or Instruments (like cheques) or withdraw (take out) cash from the Account using an ATM, give permission for Transactions on the Account through an ATM, and that can be used like an Instrument to buy goods and services from merchants.

“**Depositor**”, “**you**”, or “**your**” has the meaning set out in the Participant Information section of this Business Contract (Joint Venture) Application, being the Participants, and where the context applies, all individuals authorized to conduct a Transaction or provide instructions on behalf of the Depositor (including an Authorized Signatory), or who may pursuant to this Account Contract otherwise access the Accounts and Services of the Depositor.

“**Direct Services**” means the services described in the Direct Services Agreement that we offer from time to time

and that let you access the Account using an Access Terminal. However, Direct Services do not include card services like services for Debit Cards, including those provided by a Third Party.

“Facsimile Signature” means a signature engraved, lithographed, printed, stamped, or otherwise mechanically reproduced or computer-generated.

“Fee Schedule” means the schedule setting out the service charges and fees, in effect from time to time, that are applicable to deposit accounts and other services we offer.

“Financial Institution”, “we”, “us”, or “our” means the financial institution named in the Business Contract (Joint Venture) Application that holds your Account.

“Instructions Directing Account Operations” means the instructions provided to us by you indicating who is approved to act on behalf of the Joint Venture and their respective powers.

“Instrument” means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable instrument, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

“Interest Rates Schedule” means the schedule disclosing our interest rates, in effect from time to time, that are applicable to deposit accounts we offer.

“Notice Contact Information” means the postal address, email address, fax number, telephone number, or other contact information you give us and that we use to give you written notice under this Account Contract.

“Notification” means a written notification that we give you to let you know of a pending or completed Transaction or a summary of the balance of the Account, including (as applicable) notifications sent by email or SMS text message to your Notice Contact Information.

“Night Deposit Service” means the service that allows you to make deposits or to leave items for safekeeping after regular business hours.

“Online Banking” means the digital services that we offer you to manage your accounts through an online channel.

“Overdraft Protection” means an optional service for which you must apply, be approved, and consent, and which enables you to overdraw your account balance, up to your overdraft protection limit.

“Overdraft Rate” means the annual interest rate we set as our “Overdraft Rate” from time to time, regardless of compounding frequency.

“Password” means a personal identification number, a personal access code, or a personal identification word used to access the Account by any means including to conduct a Transaction.

“Payments Canada Rules” means the published rules and standards of the Canadian Payments Association as amended from time to time.

“Point-of-Sale Transaction” means the way we allow you to use the Debit Card from time to time to:

- a) send money from the Account to purchase or lease goods or services from a merchant (the **“Merchant”**),
- b) send money from the Account to get a voucher, chit, scrip, token, or other things that may be exchanged for goods, services, or money, or
- c) receive money into the Account from an account of a Merchant (e.g., a refund).

“Pre-authorized Debit” or “PAD” means a Transaction where you give us instructions and permission ahead of time to take money out of the Account in the way that is described in the pre-authorized debit agreement that you enter into.

“Remote (Not In-Person) Instructions” means instructions you or an Authorized Signatory and/or Authorized User give us about your Account when we are not together, such as if you or an Authorized Signatory and/or Authorized User are using a computer, portable hand-held device, telephone, mobile telephone, by facsimile (fax), through Online Banking, by email, text message, or other types of instructions that we will accept from you to operate the Account or allow you to make Transactions or arrangements with us.

“Signature Card” means the Account signature card you or an Authorized Signatory and/or Authorized User signed when opening the Account, or when requesting that you be added as an Account holder on the Account, as applicable.

“Third Party” means any person, firm, corporation, association, organization, or entity that is not the Depositor or us.

“Trade Name” means the trade name(s), if any, set out in the Business Contract (Joint Venture) Application.

“Transaction” means any debit or credit transaction processed to or from the Account by any means, including Point-of-Sale Transactions and transactions you make using an ATM or by giving us Remote (Not In-Person) Instructions.

2. General

2.1 How You Can Use Your Account

You can use and access the Account as long as you follow the rules in this document. You agree that your Account will be used as a business account only and not for personal purposes. You can make deposits into your Account, and you may also use your Account to debit (to take money out of) your Account. Whenever you use your Account for a Transaction, you understand that you are giving us permission to take money out of or put money into the Account for the Transaction amount, plus any service charges or fees that apply. Transactions you make using your Account can be approved in different ways, including by using a Password, in person, or in any other way we allow under these terms and conditions and our normal practices that we may change from time to time. You understand that using a Password to accept a Transaction is the same as approving a Transaction in person, or in any other way we may allow. You agree that once a Password has been used to accept a Transaction, the Transaction cannot be cancelled, and you cannot ask us to stop payment on the Transaction.

You must not, and you must ensure that any Authorized Signatory or Authorized User does not:

- a) use the Account for any illegal or fraudulent purpose or for the purpose of damaging anyone's reputation;
- b) add any harmful or malicious content to a Transaction's payment message; or
- c) do anything or allow anyone else to do anything that could threaten the security of the Account in any way or could harm any other person who takes part in providing, using, or supporting your use of the Account.

2.2 Other Services

- a) After you set up your Account with us, other services that can be used with your Account may be offered to you. These other services will have their own terms and conditions which are separate from these terms and conditions but together all of the terms and conditions will apply to you and form part of the Account Contract.
- b) If you have requested a Debit Card and we have approved such request, we will issue a Debit Card to you. Use of the Debit Card will be subject to the applicable Debit Card terms and conditions.
- c) If you have requested Online Banking and we have approved such request, we will issue an online banking Password to you. The use of the Online Banking service and Password will be subject to the applicable online banking terms and conditions.
- d) We can offer and provide you with Account services if we choose to, but we don't have to. Nothing in this Account Contract will force us to make any specific Account services available to you. Allowing you to access Account services does not mean that we are promising that any particular type of service is available or will be available at any time in the future.

2.3 Liability

You are liable for all Transactions conducted on the Account, whether under the Depositor's name, an unincorporated association in respect of which the Account was opened, or a Trade Name, if applicable, and whether the Transactions were conducted by you or by any other person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. All statements, notices, and other documents addressed to a Trade Name will be deemed to be addressed to the Depositor.

2.4 Joint and Several Liability

The Participants are jointly and severally liable to us for all Transactions on the Account and for all obligations, debts, and liabilities of the Joint Venture and/or Depositor under this Account Contract. Each Participant acknowledges and agrees that it is bound by all Transactions conducted by any person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. This joint and several liability continues even if the Joint Venture is dissolved or if any of the Participants withdraws from or exits the Joint Venture.

2.5 Service Charges and Fees

All the service charges and fees that apply to your Account are set out in the Fee Schedule. By using your Account, you agree to pay all applicable fees and service charges that apply to your Account. You can get a current copy of the Fee Schedule by contacting us or through our website.

You understand that we may from time to time increase or decrease the fees or service charges that apply to the Account. If any of those fees or charges are changed or if we add new fees or charges, we will tell you about the change at least 30 days before the change is effective by notifying you using your Notice Contact Information, by posting a notice at our branch or on our website, by personal delivery, or in any other way that we decide so that we can bring the change to your attention. You are responsible for finding out the fees and service charges that apply to your Account before you use your Account to make a Transaction or before you ask us to provide you with a service related to your Account.

You agree that we can take money out of your Account (or any other accounts you have with us) from time to time whenever you owe us a fee or charge, no matter how long it has been owed. We may do so in any manner we consider necessary and without telling you first. You agree that this right is in addition to any other rights we have at law or in equity.

2.6 Interest Rates

If your Account pays interest, you understand that you can get a current copy of the Interest Rates Schedule on our website or by calling us during regular business hours. If interest applies, you will earn interest on each day that the closing balance of your Account is positive. Such interest will be paid to your Account monthly on the day your Account Statement is generated. Interest will begin to accrue on the day that deposited funds are processed.

2.7 Third Party Services

We may from time to time make Third Party services available to you through our website, or other electronic means. You acknowledge and agree that:

- a) we make Third Party services available to you for your convenience. The services are provided by the Third Party and not by us. Your relationship with the Third Party shall be a separate relationship, independent of the relationship between you and us and such a relationship is outside our control;
- b) we make no representation or warranty to you with respect to any services provided by a Third Party even though those services may be accessed by you through our website, or other electronic means;
- c) you assume all risks associated with accessing or using any Third Party services;
- d) we have no responsibility or liability to you in respect of any Third Party services;
- e) any dispute that relates to Third Party services is strictly between you and the Third Party and you will raise no defense or claim against us;
- f) you shall not, and shall ensure that no Authorized Signatory or Authorized User shall:
 - i) use any Third Party service made available in connection with the Account for any illegal, fraudulent, or defamatory purpose, or
 - ii) take steps, or cause, or permit anything to be done that could undermine the security or integrity of any Third Party service, including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of such Third Party service; and
- g) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* may apply to Third Party services and such Third Parties may from time to time adopt policies and procedures to address the reporting, record-keeping, and client identification requirements of that legislation.

2.8 Verification and Acceptance of Transactions by Us

We must verify and accept all Transactions. If we do not accept a Transaction or if we accept it but then later find out that there was a mistake or that the Transaction should not have been allowed because it was not permitted or for any other reason, then we may, but we don't have to, reverse the Transactions from the Account. We may verify a Transaction on a different date from when we allowed the Transaction, and this may affect the Transaction date. If we find out that a credit made to or traced to the Account was made in error or happened because of fraud or unlawful conduct, we may place a hold on the credit and/or reverse the credit and any applicable interest.

2.9 Authorized Signatories and Users

- a) Unless the Depositor is a sole proprietor, you will provide us with:
 - i) a certified true copy of the Authorizing Resolution or Instructions Directing Account Operations in respect of the Depositor;
 - ii) a certified true copy of the Instructions Directing Account Operations; and
 - iii) a replacement certificate, or a replacement certified copy of such Authorizing Resolution or Instructions Directing Account Operations, as applicable, if the Authorized Signatories or the powers of authorized persons change.
- b) Where one of the Participants is a sole proprietor, you may provide us with Instructions Directing Account Operations if you wish to appoint one or more Authorized Users, and if such Instructions Directing Account Operations is provided, you will provide us with a replacement certified copy of such Instructions Directing Account Operations, if the Authorized Users change.
- c) We will be entitled to rely on the information contained in the last certified Authorizing Resolution or Instructions Directing Account Operations and/or replacement certificate or replacement copy, as applicable, delivered under this section.

2.10 Endorsement Stamp

You may use a stamped impression bearing your name to endorse Instruments you deliver to us for deposit or otherwise. Endorsement in such a manner will be as binding on you as an endorsement actually signed by the Depositor or by an Authorized Signatory and/or Authorized User.

2.11 Certified Facsimile Signatures

You may, from time to time, provide us with the Certified Facsimile Signatures of the Depositor, Authorized Users, and/or Authorized Signatories, as applicable. We shall be entitled to treat and rely upon each Certified Facsimile Signature on an Instrument that is or appears to be authentic as the original and genuine signature of the Depositor, Authorized Users, and/or Authorized Signatories.

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

2.12 Account Information

You agree to provide (and will also ensure that each Authorized Signatory or Authorized User, as applicable, agrees to provide) true, accurate, current, and complete information about the Depositor, the Authorized Signatories, the Authorized Users, and the Account to us when we ask you to and/or as required under the Account Contract and to tell us as soon as possible if there are any changes to this information.

2.13 No Obligation

Nothing in these terms and conditions will oblige us to:

- a) honour any Instrument drawn by you on us,
- b) accept any monies for investment in shares or for deposit,
- c) redeem shares,
- d) transfer money, or
- e) lend money to you.

Any dispute related to goods or services supplied in a Point-of-Sale Transaction is strictly between the Depositor and the Merchant, and the Depositor will raise no defence or claim against us.

3. Depositor Instructions

3.1 Instruments

Even though we will verify and accept all Transactions, you understand and agree that we are not required to examine or determine whether an endorsement or signature on an Instrument is valid or legally acceptable (to be clear, an endorsement is a signature that gives permission to transfer an Instrument between two parties, such as from you to someone else). You release us (set us free) from all claims by you or anyone else where there is any issue about the validity of an endorsement or signature on an Instrument. You also agree that if more than one endorsement or signature is needed on an Instrument (for example, if more than one Authorized Signatory is required and all of them have to sign the Instrument) then, in that case, any arrangements about that are between the different Authorized Signatories and it doesn't matter whether or not you tell us about those arrangements, including in the form described in Section 2.9, Authorized Signatories and Users.

You give us permission to accept and pay Instruments that are drawn on the Account without asking questions even if the Instruments are:

- a) drawn to your order or one of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Depositor,
- b) payable to cash or bearer,
- c) payable to the order and negotiated by you or on your behalf,
- d) cashed or tendered to pay your obligations or one or more of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Depositor, or
- e) deposited to your credit or one of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Depositor,

and even if the Instruments are deposited in person with us, or are deposited by ATM, by mail, by Night Deposit Service, or by any other method of deposit that we allow you to use.

3.2 Stop Payments

If you want to stop payment of an Instrument drawn on the Account, one or more Authorized Signatories and/or Authorized Users, in accordance with the signing authority on the Account, must provide us with a written and signed instruction. On receiving that instruction:

- a) we will use reasonable diligence to comply with the stop payment request, but
- b) we do not guarantee that an Instrument will be stopped, even if we have processed your stop payment instructions; and
- c) we will not be responsible for any losses arising as a result of a stop payment instruction.

There are some payments that cannot be stopped, such as a payment that has already cleared your Account or when we do not have enough time to stop that payment for you. It's very important to contact us as soon as possible and with the exact details about the payment you are trying to stop.

3.3 Instructions

There are many ways you can give us instructions. We will act on any instructions that we think are from you, but we may refuse any instructions if we think they are improper, unlawful, or fraudulent, or if there is a mistake. You understand that we may act on any written instructions or other information relating to the Account that are provided by ordinary mail or other delivery method that we approve for use by you. If you choose to send instructions or notice to us through ordinary mail, it must be sent to the branch of the Account unless we agree that it can be sent somewhere else. If we receive instructions or other information by mail or another delivery method, it will be considered to have been received only if it is brought to the attention of the person at the branch of the Account to whom it is addressed. Instructions or information that are not addressed to anyone in particular will be considered addressed to the manager.

3.4 Remote (Not In-Person) Instructions

You can provide Remote (Not In-Person) Instructions to any of our branches through Online Banking or through our telephone service, if any. These instructions can be relating to the Account maintained at that branch or relating to Transactions and arrangements conducted at or with that branch.

We may, but will not be required to, act on Remote (Not In-Person) Instructions received in your name along with any required Password, if any, in the same way as if the instructions were written instructions delivered to us by mail and signed by an Authorized Signatory and/or Authorized User to operate the Account.

Any Remote (Not In-Person) Instructions will be considered genuine.

We may delay acting on or refuse to act on any Remote (Not In-Person) Instruction as long as we act reasonably.

Remote (Not In-Person) Instructions will be considered received by us only when they are actually received and brought to the attention of our authorized officer capable of acting upon and implementing the instruction.

Remote (Not In-Person) Instructions can be transmitted to us at the telephone, fax number, or email address provided by us, or at any other telephone, fax number, or email address as we may advise you of by notice in writing, or through Online Banking. For Accounts with one or more Authorized Signatories and/or Authorized Users, any one Authorized Signatory or Authorized User may act alone and provide Remote (Not In-Person) Instructions to us, even if two or more Authorized Signatories or Authorized Users are otherwise required to operate the Account. We are entitled to assume that any person identifying themselves as an Authorized Signatory or Authorized User is in fact an Authorized Signatory or Authorized User who is entitled to represent you, and we can rely on and act on the Remote (Not In-Person) Instructions provided by any such person. All Remote (Not In-Person) Instructions given to us in your name will bind you.

A copy of any fax or email message, or other Remote (Not In-Person) Instructions or your notes of any Remote (Not In-Person) Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by an Authorized Signatory and/or Authorized User. You will not object to the admission of our records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay (rumour), or are documents containing information taken from a computer, and all such records will be conclusive evidence of the Remote (Not In-Person) Instructions where there is no documentary recorded evidence to the contrary.

3.5 Access Terminal Transactions

You acknowledge and agree that:

- a) using a Password to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by you in person or as otherwise contemplated or permitted by the Account Contract;
- b) you will be bound by each such Transaction; and
- c) once a Password has been used to authorize a Transaction, the Transaction may not be revoked and no stop payment on the Transaction may be requested.

3.6 Foreign Currency Transactions

We may allow Transactions in a currency that is different from that of your Account. If you use the Account for Transactions that are in a different currency, we will convert those non-Canadian currency Transactions (whether they are purchases, withdrawals, or refunds) to Canadian dollars. For these types of Transactions, we will act as principal with you in converting the currency at currency conversion (exchange) rates we determine on the processing date, which may differ from the date you made the Transaction. The currency exchange rate that we use to convert the non-Canadian Transaction amounts to Canadian dollars changes regularly to reflect the foreign exchange market. This rate is available each business day on our website or by calling us during regular business hours. You can find our contact information in the Financial Institution Information box on page 1 of the Business Contract (Joint Venture) Application. The exchange rate we use is based on the rate we are able to get for the foreign currency, plus a margin. The margin is the difference between the exchange rate we are able to get for the foreign currency and the exchange rate we use to convert the Transaction amount into Canadian dollars. In addition to the margin, we also charge a foreign currency conversion fee, as set out in our Fee Schedule. You agree that foreign currency Instruments deposited to your Account and returned to us unpaid for any reason will be converted to the Account currency based on a foreign currency exchange sell rate we determine on the processing date, and the converted amount will be charged back to the Account. We are not responsible for any losses you may suffer as a result of changes in foreign currency exchange rates or the unavailability of funds due to foreign currency restrictions. You agree that any claims we may have against you, and any service fee or other charges related to your Account, can be deducted from your Account in the same currency as your Account.

3.7 Bill Payments

You acknowledge and agree that:

- a) bill payments made through an Access Terminal or at one of our branches are not processed immediately and that the time period for processing them depends upon a number of things including, for example, the time when the bill payment is initiated and the internal accounting processes of the bill payment recipient;
- b) you are responsible for making sure that a bill payment is authorized with enough time for the payment to be received before its due date;
- c) we will not be responsible for any cost, expense, loss, damage, or trouble because of any error, nonpayment, or a delay in the processing of bill payments;
- d) if you have made or received a bill payment by mistake, we may, but we are not required to, help you by initiating or processing a Bill Payment Error Correction Debit, as defined under the Payments Canada Rules (as may be amended from time to time), and if so initiated, you agree to indemnify (to repay) us for any direct losses, costs, or damages that we suffer, and will also pay us any reasonable service charges or fees related to the provision of the service; and
- e) if we initiate or process a Bill Payment Error Correction Debit affecting your Accounts or affairs, you agree that we are not responsible for any loss, costs, or damages you suffer or incur because of the bill payment or the Bill Payment Error Correction Debit process, except that we will be responsible for gross negligence or wilful misconduct.

3.8 Lost or Destroyed Instrument

If an Instrument drawn on the Account is lost or destroyed while in the possession of another financial institution or its agents, we may, for all purposes, treat a copy of the Instrument, certified as being a true copy by the other financial institution, as if it were the original Instrument.

4. Credits to the Account

4.1 Deposits

We may, if we choose to:

- a) collect or present for acceptance or payment, through such banks or other agents we decide to use, all Instruments delivered by you for deposit; and
- b) accept in payment of, or remittance for, such Instruments, settlement cards, clearing house slips, or any other evidence of payment from the banks or other agents.

Any banks or other agents that we use for a) and/or b) above will be considered your agent and not our agent.

Any deposit made on any day or time during which we are not open for business may be deposited to your Account on the next business day we are open.

You will not deposit any coins, non-negotiable items, or anything not acceptable for deposit to the Account into any ATM.

Any credit to the Account for any non-cash Instrument is not final and will be subject to a hold or reversal unless we have received irrevocable payment (payment that cannot be cancelled), free of any Third Party claims. You agree that we will only be responsible for the monies we actually receive from any banks or agents, but only where such monies are free of any Third Party claims if the Transaction cannot be reversed.

4.2 Depositor Acknowledgement

You acknowledge that:

- a) even if an Instrument is posted to the Account, it will not be considered processed until it has been honoured and collected by us and the time for return or cancellation under any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back or tainted by fraud, may be reversed from the Account even though it was initially posted pending confirmation. If this happens, the Account Statement will be changed to reflect any reversal that is necessary; and
- b) even if money put in or taken out of the Account is posted to the Account, it will not be considered processed until we have verified and accepted it. Until that time, any money put in or taken from the Account can be reversed from the Account even though it was initially posted pending verification and acceptance. If this happens, the Account Statement will be changed to reflect any reversal that is necessary.

4.3 Holds on Funds

We may place a hold on the proceeds of an Instrument presented by you until we accept payment of, or remittance for, such Instrument.

We may also delay or block a Transaction, or put a hold on or freeze the Account generally in the following circumstances:

- a) we become aware of suspicious or possible fraudulent or unauthorized Account activity that may cause a loss to you, or us, or an identifiable Third Party;
- b) an issue comes up about who the proper signing authorities are on the Account; or
- c) a claim is made by a Third Party to the funds in the Account which, if we determine for ourselves, is potentially legitimate.

You allow us to make any inquiries and do anything, at your expense, that we think is necessary to deal with any of these issues, including applying, at your expense, to a Court of competent jurisdiction (a "**Court**") to pay funds into Court and/or ask for the Court's guidance.

Even if we release a hold, that does not mean that we are confirming that a Transaction, instruction, or Instrument does not have any problems. If we determine for ourselves and to our own satisfaction that there was anything improper about the Transaction, instruction, or Instrument then we can withdraw or suspend operation of the Account without telling you first.

4.4 Returned Items

You will be liable:

- a) without presentation, protest, or notice of dishonour to any parties, for the nonacceptance or nonpayment of any Instrument you delivered to us for deposit, discount, collection, or otherwise; and

- b) to us as if proper notice of dishonour, protest, and presentment had been made or given; and we may:
 - i) charge such items, when dishonoured, to the Account in accordance with this section; and
 - ii) note or protest any item should we consider it advisable to do so, but we will not be responsible for failure to note or protest any such item.

We are allowed to take money from the Account with the amount of any Instrument that:

- a) is not paid on presentation,
- b) we have paid and are then called upon to refund,
- c) may be dishonoured by nonacceptance or nonpayment,
- d) is drawn on the account of a party that is bankrupt or insolvent, the proceeds of which, through no fault of ours, have been lost, stolen, or destroyed, or
- e) has been cashed, negotiated, or credited to the Account, but the proceeds of which, for any reason, we are unable to collect or withdraw, has not been found good, or is found to be forged, fraudulent, counterfeit, or unauthorized, regardless of whether or not the Instrument has cleared.

4.5 Overdrafts: Protection for “Just in Case” Moments

You are responsible for always knowing how much money is in your Account and you must not use more money than you have in the Account for any Transaction. In other words, you do not have any right to overdraw the Account or to authorize a Transaction that would make your Account go into a negative balance (that is, go over the amount of money you have in your Account). You should therefore be careful when you set up a PAD, write a cheque, or allow a Transaction through a Debit Card to make sure that you have enough money in your Account.

If you think you may sometimes need to overdraw your Account, then we can provide you with Overdraft Protection on the Account as a separate service, but there are specific terms and conditions that apply to that service, and you must apply and get approved for that service. If you get Overdraft Protection on the Account, those terms and conditions will apply to any amounts you overdraw in your Account instead of this section. But, even if you don't have Overdraft Protection on the Account, if the Account becomes overdrawn (more money is taken out or owing to us from your Account than is in the Account), we may still allow an overdraft to occur in specific cases, as an exception.

This could happen because:

- a) we allow an Instrument that is payable from the Account funds and there is not enough money in the Account to pay the Instrument in full;
- b) an Instrument you give us and tell us to put the money for in your Account is returned to us as dishonoured and there is not enough money in your Account for us to take the full amount of the unacceptable Instrument back; or
- c) we charge a fee, service charge, or take another amount that you allowed us to withdraw from the Account but there isn't enough money in the Account to cover the amounts charged to your Account.

In each of those cases, and in any other case that may happen, you agree to pay us back right away the amount overdrawn plus interest at our Overdraft Rate in effect from time to time. You will pay us back by putting enough money into your overdrawn Account to cover the amounts you owe us. If you don't do that right away, then in order to get back the money you owe us for the overdrawn amount plus interest, we can, without telling you first:

- a) take back our shares that you own to put money back into the overdrawn Account, or
- b) take money that you have in another Account in your name and put that money into the overdrawn Account.

5. Your Responsibility for Account Security

5.1 Keeping Your Password Secret

- a) We can give you or make you select and use one or more Passwords in connection with the use of the Account under these terms and conditions. You agree to ensure that the Authorized Signatories and/or Authorized Users keep all Passwords secret. Your Authorized Signatories and/or Authorized Users are responsible for memorizing Passwords without writing them down or keeping a record of them. You can change your Password at any time and you should change it often, including when we tell you to. You acknowledge that a Password must be changed if there is a change in the persons who are allowed to provide Remote (Not In-Person) Instructions on the Account.

- b) You acknowledge that you are responsible for all use of a Password and that we are not responsible for your failure to comply with any part of the Account Contract. You are responsible for all use and Transactions whether or not you allow them. You are also responsible for all fraudulent or worthless deposits made into the Account. You expressly acknowledge and agree that you will be responsible for any use of a Password by any of your Authorized Signatories and/or Authorized Users or any member of an Authorized Signatory or Authorized User's household.
- c) If you or your Authorized Signatories and/or Authorized Users tell anyone a Password, and if we find out you or they told someone, then we may not, if we decide to, insist on the confidentiality requirements described in this Section 5.1, but only if making the information known was necessary to receive a Third Party service. Even if we don't insist on the confidentiality requirements, you acknowledge and agree that you will remain responsible for all use of the Password by the Third Party service.

5.2 Your Responsibility for Lost or Stolen Debit Card or Compromised Password

You agree to contact us right away and ensure that the Authorized Signatories and Authorized Users change your Password if you:

- a) suspect or know of any misuse or unauthorized use of a Password;
- b) suspect or become aware that anyone knows or can use your Password; or
- c) suspect or become aware that a Debit Card is lost or stolen.

If this happens, you must tell us by calling or visiting us and talking to one of our authorized officers or agents. If you contact us as soon as possible and help us with any investigation, once we are satisfied that you have done what you are supposed to do to keep your Password secret and we confirm that you are the victim of fraud, theft, or that you have been persuaded (coerced) by force or threats or intimidated, you will have the right to get back from us any direct losses from the Account that happened after you provided us notice.

5.3 Fraud Prevention and Detection

You agree to use security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions.

You further agree to carefully oversee and pay close attention to the conduct and work of all agents and employees having any role in preparing your Instruments, reviewing your Transactions listed on the Account Statement, or other banking functions.

You agree that we may, when we decide to, put into effect more security measures, and you will comply with all instructions and procedures we tell you about regarding these extra security measures. You know about the risks of unsolicited email, telephone calls, and text messages from persons appearing to act for us. You agree not to respond to such unsolicited communications, and you agree to only begin communications with us either through our internet banking website or through our published contact information on our website. You acknowledge that you bear all risks related to the use of Facsimile Signatures.

5.4 How to Deal with Unauthorized Transactions and Fraudulent Account Activity

If you or your Authorized Signatories and Authorized Users know or are suspicious that any Transactions, instructions regarding the Account, or Instruments deposited to the Account are in any way fraudulent, unlawful, don't have permission, are fake, or are likely to be returned to us or found invalid for any reason ("**Suspicious Circumstances**"), you have a duty to:

- a) ask questions regarding the proper parties into such Transactions, instructions, or Instruments in order to find out if they are valid Transactions, instructions, or Instruments before becoming involved with or accessing any funds that come from such Transactions, instructions, or Instruments, and
- b) tell us about the Suspicious Circumstances, including the reasons for your suspicion.

We may, if we decide to, investigate any Suspicious Circumstances you tell us about, but we don't have to. If we do investigate, we will not unreasonably put a limit on your use of the Account during the investigation as long as it is reasonably obvious that you did not cause or play a part in the problem or the unauthorized Transaction, you help us with the investigation, and you comply with the Account Contract. You understand that, even if you do all of those things, we still have the right to decide whether we want to place a hold on all or some of the funds in the Account or your use of the Account during the investigation of any Suspicious Circumstances.

We will respond to reports of a problem or unauthorized Transaction in a reasonable period of time, and we will tell you what we will pay, if anything, for any loss the Depositor suffers. Reimbursement will be made for losses from a problem or unauthorized Transaction as long as you comply with these terms and conditions.

If you are not satisfied with our response, we will provide you, upon request, with a written account of our investigation and the reason for our findings. If you are not satisfied, the issue will be referred for mediation to either our system dispute resolution service, or if no such service is available, to an external mediator if agreed between you and us. Neither we nor you will have the right to start court action until 30 days have passed since the problem was first raised with us.

5.5 Access Terminal Security

If any service in respect of the Account is made available to you through the Internet or a telephone service provider, you acknowledge that, although we use security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at your risk. You acknowledge and shall ensure that any private Access Terminal used by an Authorized Signatory or Authorized User to access the Account is auto-locked by a password to prevent unauthorized use of the Access Terminal, has a current anti-contaminant program, and a firewall, and that it is your responsibility to reduce the risk of contaminants or online attacks and to comply with this provision. You further acknowledge that to reduce the risk of unauthorized access to the Account through the Access Terminal, the Authorized Signatories and Authorized Users will sign out of Online Banking and, where applicable, close the browser when finished using it. You further acknowledge that using public or shared computers and Access Terminals, or using Access Terminals in a public place or through an open WiFi or shared Bluetooth portal, to access the Account increases the risk of unauthorized access to the Account, and will take all reasonable precautions to avoid such use or inadvertent disclosure of the Password.

5.6 What We Are Not Responsible For

We are not responsible for any loss or damage that you experience or that happens to you unless the loss or damage is caused by our gross negligence or intentional or wilful misconduct (that is, if it is done on purpose), and in this case, we will not be responsible for any lost profits or any indirect, special, consequential, or exemplary damages regardless of the cause of action and even if you have told us of the possibility of such damages. In no event will we be responsible for any cost, loss, or damage (whether direct, indirect, special, or consequential) you experience that is caused by:

- a) anything you do or do not do or anything done by or not done by any Third Party or their agent, including other financial institutions and their agents and, to be clear, no Third Party will be considered to be acting as an agent for us unless we specifically allow them to do so;
- b) the mistakes or lack of any information you provide to us including, for example, any failed, duplicative, or wrong transmission of Remote (Not In-Person) Instructions;
- c) our failure to perform or fulfill any of our obligations to you for reasons beyond our control; or
- d) forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions or Instruments, or material alteration to an instruction, including Remote (Not In-Person) Instructions.

We will also not be responsible for:

- a) the nonpayment of any cheque, bank draft, settlement card, clearing house slip, or any other evidence of payment accepted in payment or as a remittance from any other financial institution or agent, including as a result of the default, neglect, or mistakes of any such financial institutions or agents;
- b) any loss, damage, or injury that happens from using any Access Terminal including any mechanical or operational failure of any such Access Terminal, except that in the event of alteration of the Account balance due to technical problems, card issuer errors, and system malfunctions, you will be responsible only to the extent of any benefit you have received, and you will have the legal right to get back from us any direct losses you may have suffered; or
- c) anything done or not done by a Merchant (the company you are dealing with) or refusal by a Merchant to accept your Debit Card, even if it is because of a problem with the device used to authorize the use of the Debit Card for a Point-of-Sale Transaction.

You set us free from any responsibility for any such loss, damage, or injury.

5.7 Our Responsibility for Mistakes

If we make an error or omission in recording or processing any Transaction, we will only be responsible for up to a maximum of the amount of the error or omission, but only if the error or omission happens because of something that we are responsible for doing under these terms and conditions and if you meet the following conditions:

- a) you, an Authorized Signatory or an Authorized User, did not cause or contribute to the error or omission in any way,

- b) you, an Authorized Signatory or an Authorized User, have complied with the Account Contract, and
- c) you, an Authorized Signatory or an Authorized User, told us in writing about the error or omission within the time required under these terms and conditions.

In no event will we be responsible for any delay, bother, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) whatsoever caused by, or arising from, any error or omission.

5.8 Indemnity (Your Responsibility to Reimburse Us)

You agree to indemnify (pay us back) and to hold us and our service providers and all of their connected parties including, for each of us and their agents, directors, officers, employees, companies that are related, and licensees (everyone together, the “**Indemnified Parties**”) harmless (not responsible) for any liabilities and costs whatsoever (this includes reasonable legal fees and expenses) that the Indemnified Parties have to pay because of any claim or demand that happens because of your use of the Account. You agree to help us as much as the Indemnified Parties need you to in order to defend against any claims or demands.

You also agree to indemnify (pay us back) and save the Indemnified Parties harmless (not responsible) from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential that the Indemnified Parties become subject to because of:

- a) us treating a Facsimile Signature of an Authorized User and/or Authorized Signatory as an original and genuine signature;
- b) any of the Indemnified Parties making the Account available to you;
- c) any of the Indemnified Parties acting upon, or refusing to act upon your instructions or the instructions of an Authorized Signatory and/or Authorized User, including Remote (Not In-Person) Instructions;
- d) any of the Indemnified Parties acting upon, or refusing to act upon, your ‘no statement’ requests;
- e) any of the Indemnified Parties acting upon, or refusing to act upon, the instructions of any person you allow to give us instructions on your behalf;
- f) the honouring or dishonouring of any Instrument;
- g) any of the Indemnified Parties dealing with Instruments made payable to, or endorsed in favour of, a Trade Name;
- h) any Transaction that results in a negative balance in the Account;
- i) the consequences of any Transaction you give permission for;
- j) the need to place a hold on the Account or Transactions, including making an application to a Court if necessary;
- k) the adequacy or authority of endorsements or signatures required in any arrangement made amongst the persons constituting you; or
- l) any use of the Account by you that:
 - i) is not allowed by us under these terms and conditions, or
 - ii) takes place after we have suspended or terminated your Account or your rights to use the Account under these terms and conditions.

You agree that this indemnity (this requirement to pay us back) will also apply for the benefit of the Indemnified Parties and will be an obligation on you and your heirs (people that receive your property when you die), executors (anyone who is named to act on your behalf), successors (anyone who comes after you or takes over for you), and assigns (anyone you legally transfer your rights and responsibilities to) and shall continue to apply even after the end of the Account Contract with respect to anything you do or fail to do before the end of the Account Contract if what you did or did not do requires you to pay us back, even if notice is received after the end of the Account Contract.

6. Account Records

6.1 Account Statements

We will provide you with an Account Statement approximately monthly. Unless you request us to hold the Account Statement for pick up by you or appoint in writing an agent to pick up the Account Statement on your behalf, or request no Account Statement, we will provide you with an Account Statement electronically or by regular mail, as selected by you. You agree to tell us right away of any change to your address or your Account Statement delivery preferences.

6.2 Checking Your Account Statements

We will record all Transactions related to the use of your Account, as well as any interest, service charges, fees or adjustments that are made to your Account. Whether you have chosen to receive paper or electronic Account Statements, you are responsible for reviewing your Account Statement at least once every calendar month. You agree that you are also responsible for reviewing your Account Statement if we stop providing you an Account Statement because you asked us to. It is up to you to check your Account Statement and to notify us of any mistakes within 30 days of the Account Statement date. If we do not hear from you within those 30 days, we will assume that the Account Statement is correct, and we will not correct any mistakes you point out later.

Except for any mistakes you notify us about within 30 days of the Account Statement date:

- a) You agree that our records are conclusive evidence of your Account Transactions for all purposes, including if we go to Court and for any other matter relating to the Account Statement;
- b) You agree that our records are correct, complete, authorized; and
- c) You may not claim for any purpose that any entry on the Account Statement is incorrect and will have no claim against us to get your money back for any Account entry, even if the Account entry is unauthorized or fraudulent or is based upon an Instrument or instruction that is forged, unauthorized, or fraudulent.

You agree that under the Account Contract, we have the right to debit the Account at any time because of a returned or dishonoured Instrument or other item, or to correct any mistake.

6.3 PAD Reimbursement

Separately from the rules about how to fix mistakes regarding Account Transactions that are set out in the Checking Your Account Statements section above, the Payments Canada Rules have their own process for dealing with PADs. If you have given permission for money to be taken out of your Account by way of a PAD, you acknowledge that the Payments Canada Rules allow specific time periods during which claims for PAD reimbursement can be made. Claims must be made to us in writing within the specific time periods and must follow the Payments Canada Rules, as the rules may change from time to time. We will not be responsible for any loss you suffer because you did not follow the Payments Canada Rules.

6.4 Records and Cheque Imaging

If we put in place a cheque imaging program, we will decide if copies of images of Instruments and other items will be provided for the Account Statement. You acknowledge that copies of images of Instruments and other items may be provided before we decide whether the Instrument or other item will be honoured or accepted. You agree that copies of images of Instruments and other items are made available by us as a service to you and that, even if we provide copies of images of Instruments and other items, it does not mean that the Transaction has been processed or in any way makes us honour or accept the Instrument or other item.

We may also allow you to view and print images of documents. You acknowledge and agree that such images are made available by us as a service to you and the provision of such images does not in any way oblige us to permit you to view and print images of documents.

You acknowledge that if we adopt an imaging program, the physical Instruments and other items may be destroyed. If we have put in place an imaging program and we decide not to include copies of images of Instruments and other items with the Account Statement, we will ensure that, if you pay us the applicable service charge, copies of images can be made available to you for at least five (5) years following the date of the Account Statement on which the Instrument or other item appears.

7. Operation of the Account

7.1 Changes to the Account Contract

We may make changes to the terms and conditions of the Account Contract that relate to your future use of the Account for any reason and we will not be liable to you or any other person if we make any changes. We may provide notice of a change to the Account Contract by sending notice to your last known Notice Contact Information, by posting notice at our branches, by personal delivery, or by any other means we, acting reasonably, consider appropriate to bring the modification to your attention. You are responsible for regularly reviewing the terms and conditions of the Account Contract. Any change we make will take effect on the date indicated in the notice. If you use the Account after the effective date of the change, that will mean that you agree to the change and accept the newer version of the Account Contract. You may not make any changes or add to the Account Contract in any way.

7.2 Freezing, Suspending, Restricting, or Closing Your Account and Ending This Account Contract

You may close the Account and end this Account Contract at any time by giving us at least one (1) business day's prior notice.

We may suspend, freeze, block, put a limit on or temporarily stop you from using your Account or any services related to your Account or we can close your Account:

- a) at any time or for any reason by giving you at least one (1) business day's prior written notice, or
- b) right away without telling you first if we find out or have a feeling that:
 - i) there is inconsistent or improper or suspicious activity;
 - ii) you or an Authorized Signatory and/or Authorized User have done something that is wrong or against our policies or you have not complied with this Account Contract or any related services (for example, you have shared your Password with someone else);
 - iii) there has been fraudulent or illegal activity on the Account or we have reason to believe that you or an Authorized Signatory and/or Authorized User did or may commit fraud or have caused or will cause us a loss;
 - iv) you are a victim of fraud or identity theft in order to avoid future losses;
 - v) we need to under applicable law; or
 - vi) there is an issue about or it is unclear who owns the money in the Account.

You agree to return or destroy any Debit Card we issued to you, the Authorized Signatories or Authorized Users right after:

- a) you stop being a member,
- b) we close or suspend your Account and end this Account Contract,
- c) we stop you from using any Debit Card or accessing your Account, or
- d) we ask you to.

You agree that your insolvency, bankruptcy, dissolution, or death will result in an automatic cancellation of your rights to access and use the Account and will end this Account Contract.

If your Account is closed or suspended for any reason, you agree that:

- a) you will not be allowed to make any other Transactions on the Account, including any Pre-authorized Debits that you may have set up;
- b) you will be responsible for paying all legal fees and expenses we sustain in closing the Account;
- c) you will be responsible for anything under the Account Contract that happened before the Account Contract ended, even if you received notice of termination; and
- d) the disclaimers, liability exclusions, liability limitations, and indemnity provisions in the Account Contract will continue for an unlimited period of time after the end of the Account Contract and will apply but only if the law allows it. You also agree that any rights and remedies that we have under these terms and conditions do not affect any other rights or remedies that we may have at law or otherwise.

7.3 Abandoned Account

If your Account is considered abandoned under applicable law because you have not used or accessed your Account for a period of time, you understand that we must turn over the money in your Account to the appropriate government authority. We may give you notices as required under applicable law before we do this. You may try to reclaim the money turned over to the governmental authority as long as the law allows you to.

7.4 Notices

Any notice required or permitted to be given to us in connection with the Account Contract must be in writing and must be addressed and delivered us at the address set forth in the Account Contract. Any notice required or permitted to be given to you in connection with the Account Contract may be given to you by delivering a written notice to the last known Notice Contact Information, or, except as to confidential financial information specific to you, by posting notice at our branches or on our website, or by any other means we, acting reasonably, consider appropriate to bring the notice to your attention.

7.5 Electronic Execution

This Account Contract may be executed electronically at our discretion. Use of the Account shall be deemed to be acceptance of the Account Contract as of the date of first use, or in the case of a modification of the Account Contract, acceptance of the modified terms and conditions.

7.6 Providing Us With More Information When We Ask You

You understand and accept that we must comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations*, a Canadian law that helps stop criminals from using money received from criminal activity made to appear as if it came from a legal source. This law also applies to the Account and may apply to the services provided by Third Parties. In order to obey the law, we need your help to keep our records up to date, for reporting reasons, and to help us meet other requirements. You agree to provide us with the information we need, whenever we ask you. You understand that the Third Parties that provide you services may also need your help to comply with their obligations under this law and for the same purposes and that they may, from time to time, ask you for similar information.

7.7 Demands From Other People

If we get a notice under any court order, statutory demand (which is a formal written request that a debt must be paid) or any other legal request about a family law matter (such as child support, alimony payments, matrimonial property) or about a marriage agreement or separation agreement, we may decide to block you from using your Accounts, even if you have money in your Account at the time we stop you from accessing the Account. We will not be responsible for any loss or damage that happens because we didn't let you use the Account. We will comply with lawful demands that we receive without notice to you.

7.8 Law That Applies

This Account Contract is made under the laws of the province where the branch office of the Financial Institution set out on page 1 of the Business Contract (Joint Venture) Application is located and the federal laws of Canada that apply in that province (the "**Governing Jurisdiction**"). This means that if we ever disagree about anything in this Account Contract or the Account and we have to go to Court, it will be a Court in the Governing Jurisdiction and the Court will follow the law of the Governing Jurisdiction and not any rules of private international law or the conflict of laws which would lead to the application of any other laws.

7.9 Compliance with Laws

You authorize us to comply with the provisions of any law, regulation, or order in force now or in the future that imposes on us a duty to take or refrain from taking any action in respect of the Depositor, the Account, Transactions or anything to do with them.

7.10 Who the Account Contract Applies To

This Account Contract will take effect and continue for the benefit of and will impose obligations on us and you as well as your heirs (people that get your property when you die), executors (anyone who is named to act on your behalf), successors (anyone who comes after you or takes over for you) and assigns (anyone you legally transfer your rights and responsibilities to), in each case as applicable to your circumstances.

7.11 Invalid or Illegal Sections

If we go to Court for any reason and the Court decides that one part of this Account Contract is not valid or is against the law, we will act as if that part of the Account Contract was never in the Account Contract and the rest of the Account Contract will continue to apply without being affected by the removal of the part that was not valid or is against the law.

7.12 Forms

You agree to only use any forms and Instruments that we provide you or allow you to use.

7.13 Not Giving up Our Rights

If we are allowed to do something under this Account Contract, but we choose not to do it, this does not mean we have given up our right to do it again in the future. Even if we allow you to do something under this Account Contract that you are not allowed to do or we decide that it was okay that you did something that you were not allowed to do, this does not mean that we have given up our right to insist that you comply with the Account Contract the next time you do something under the Account Contract that you are not supposed to do.

8. Resolving Your Complaints

We are committed to providing you with the best possible service whenever and however you bank with us. If you have a concern, we encourage you to follow the complaint process outlined on our website or at any of our branches.