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**THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS FOR ONLINE ACCESS AGREEMENT FOR: A) PERSONAL ACCOUNTS, FOLLOWED BY THOSE TERMS AND CONDITIONS FOR B) NON-PERSONAL ACCOUNTS.**

**BY SELECTING THE BOX TO CONFIRM YOU HAVE READ THE AGREEMENT AND ACCEPT ALL TERMS AND CONDITIONS OF THIS SERVICE, YOU ARE AGREEING TO THE TERMS AND CONDITIONS APPLICABLE TO YOUR ACCOUNT TYPE (PERSONAL OR NON-PERSONAL).**

**A) Online Access Agreement (PERSONAL)**

By accessing Alterna Savings and Credit Union Limited's ("Alterna") online banking and mobile banking by using the Services as described below, the member ("you") agrees to the following terms and conditions. If you do not agree to this Agreement, you will refrain from using the Services.

**1. Definitions**

- a) "Access Terminal" means any device used to access any of your Accounts including, without limitation, an automated teller machine, a computer, a portable hand-held device, or a telephone including any form of mobile telephone;
- b) "Account" refers to any of your accounts with Alterna and includes any account on which you are a Signing Authority;
- c) "Account Agreement" means the agreements for the operation of the Account;
- d) "Agreement" means this agreement;
- e) "Eligible Bill" means a bill that is of a class specified by a by-law, a Rule or a standard made under the Canadian Payments Act, and defined therein as an 'eligible bill'. For greater certainty, under this Agreement, an Eligible Bill supporting an Official Image, must be a paper-based Instrument, complete and regular on its face, immediately payable to you as payee, and be either a cheque, money order, bank draft, or credit union official cheque, denominated in Canadian Dollars and drawn on a financial institution domiciled in Canada, if applicable. For the purposes of this Agreement, third party instruments that were either delivered to you with the payee in blank and endorsed over to you and post-dated Instruments shall not qualify as Eligible Bills. Further, any Instrument that has been in any way transferred to you from anyone other than the drawer, endorsed over to you, or altered after being drawn shall not qualify as an Eligible Bill;
- f) "E-Transfer Answer" refers to the word or phrase created by the sender of a money transfer and used by the recipient to claim or decline the money transfer using Interac® e-Transfer Services;
- g) "Equipment" refers to the equipment, such as a personal computer or mobile device, which when used in combination with the Password, provides access to the Services
- h) "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;
- i) "Interac e-Transfer® Services" refers to the money transfer service provided by the Interac Association ('Acxsys Corporation') that facilitates the sending and receiving of money transfers (using including without limitation email or telephone) to and from participating financial institutions, and/or the Acxsys Corporation payment service, and which is made available to a member as part of the Service;

- j) "Official Image" means an electronic image of an Eligible Bill, either created in accordance with the provisions of this Agreement or that otherwise complies with the requirements to permit negotiation and clearing of that Eligible Bill in accordance with the by-laws, or published rules and standards of the Canadian Payments Association as amended from time to time.
- k) "Password" refers to the personal password selected by you for your use, which, when used with the Equipment, permits access to the Services;
- l) "Remote Deposit Service" means the remote deposit capture service provided by the Alterna that allows you, using an Access Terminal and/or any other means authorized by Alterna in its sole discretion from time to time, to create, transmit, and receive to the benefit of Alterna an Official Image for deposit to the Account;
- m) "Services" refers to all services available through the use of the Password in combination with the Equipment, currently known as Alterna Online Banking, including but not limited to:
  - Accessing and updating member information
  - Chequing and Savings Accounts (Canadian and US Dollar)
  - Credit Facilities (Loans, Line of Credits, Mortgages, Overdraft)
  - Term Deposits
  - eStatements, Cheque Images, Bill Payments, Transfers, e-Transfers, Flinks – External Account Transfers, Alerts, Mobile Banking services, Remote Deposit Service;
- n) "Signing Authority" refers to any person authorized to sign on an Account;
- o) "Transaction" refers to any transaction performed using any of the Services;

## **2. Use of Services**

You may use the Services to access any authorized Account and to conduct Transactions as may be permitted with respect to any such Account. When using the Services, you will not be permitted to transfer funds out of any Account on which more than one signature is required to authorize a Transaction, unless prior authorization is received in writing from all Signing Authorities. You agree to follow the instructions of Alterna in effect from time to time with respect to the use of the Services. You also agree that some of the financial information is not masked during a Transaction.

When a Password is used to conduct any Transaction, the authorization given at the time of the Transaction will be treated as if it was given by you in person and in writing, and you agree to be bound by each such Transaction. You irrevocably authorize and direct Alterna to debit or credit, as the case may be, the amount of any Transaction to the Account or Accounts designated at the time of the Transaction, in accordance with Alterna normal practices. Alterna practices respecting the debiting or crediting of any Transaction under any of the Services may be revised from time to time with or without notice to you.

You agree not to conduct or try to conduct any Transaction that would result in a negative balance in any Account or would exceed the unused balance of any line of credit, if available, and you will indemnify Alterna for all liability or loss arising out of any such Transaction.

You agree to maintain appropriate 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 diligently supervise and monitor the conduct and work of all agents having any role in the preparation of your Instruments, your reconciliation of the statement of account for the Account, or other banking functions.

You will not use any of the Services for fraudulent, unlawful, or improper activity.

## **3. Member Profile and Contact Information**

As a condition of accessing the Services, you agree to supply Alterna with an email address or mobile phone number. This will be required to receive your one-time password upon initialization of your online banking service. You are at all times responsible for ensuring that this information is kept up-to-date and accurate. Any changes or updates to this information should be brought to Alterna's attention immediately, or immediately updated on your profile through the Services.

You may also choose to upload a profile picture. You shall not, however, upload content that is defamatory, abusive, infringing, obscene, misleading, unlawful, or which otherwise violates the legal rights of others. Once added, your profile picture can only be replaced, not be deleted.

## **4. Limitations**

The member agrees that the Services will be available only on an "as is" and "as available" basis.

Alterna offers the Services in order to improve the accessibility of Alterna to its members. However, the provision of Services is dependent in part on communication lines and other third-party equipment and services. The member agrees Alterna will not be liable for any delay, loss, damage (direct, indirect or consequential) or inconvenience whatsoever caused by or arising from the provision of or failure to provide Services or the malfunction or failure to operate any software or equipment for any reason whatsoever. In no event will Alterna be liable for any personal injury, or property damage or any loss of business or profit or other indirect or consequential damages whatsoever.

## **5. Alerts**

You will receive notifications electronically to you about certain events or conditions (“Alerts”). We provide Alerts in accordance with legislative and regulatory requirements, and also for convenience and information purposes only.

Depending on the preferences you have selected on the Services, you may receive alerts in one of the following ways: through mobile banking apps, push notifications, via email, or text message. How alerts are received can be changed in the preferences settings in the Services.

Push Notifications: Certain mobile applications support push notifications which you can enable or disable on your mobile device. Even if push notifications are enabled, your ability to receive them may be affected by factors outside of our control, including connectivity and whether the mobile device is turned off.

Alerts are Unsecured: Alerts are unsecure and unencrypted and can be read by others if you allow for them to access your email account or to view your mobile device, or if you sign-in to a mobile banking application on someone else’s mobile device. Although Alterna will partially mask your card and account numbers, information about your Accounts may be included in an Alert and anyone with access to your mobile device will be able to access Alerts and information contained in them.

No Charges for Alerts: there are not charges for Alerts, but standard message and data rates may be charged by your mobile carrier.

## **6. Confidentiality of Password and e-Transfer Answers**

The Password is for your use alone and may not be assigned or transferred. You agree to keep the Password confidential and not to disclose it to any person other than to a Signing Authority on an Account.

Alterna is not responsible for unauthorized access to accounts online or losses that occur as a result of you voluntarily disclosing your passwords, or the careless or improper handling, storing or disclosure by you of this information. You acknowledge the Password must be unique and not easily guessed or obtained by others, such as by using the member’s date of birth, name, telephone number, social insurance number, the name of anyone in your family or sequential numbers such as “1234”. You must not select a Password that is the same as any personal identification number (PIN) that you use with a debit card or credit card issued to the member.

For security reasons, Alterna recommends that you change your Password on a regular basis, such as every 90 to 120 days. You acknowledge that if the Password becomes known to anyone, confidential information about your Account may be accessed and Transactions conducted. Alterna will not be responsible for unauthorized Transactions in circumstances in which the member has failed to keep the Password confidential or has failed to follow the instructions contained in this section.

The provisions of this section apply as well, with the necessary modifications, to e-Transfer Answers.

## **7. Transaction Verification and Records**

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

Alterna records of each Transaction, and Alterna accounting records, will be deemed to be correct, and will be conclusive and binding upon you. Any record of a Transaction generated by the Services will be for your convenience only. If you believe that Alterna records contain an error or omission, you must give written notice of the suspected error or omission to Alterna as soon as discovered or at latest 30 days from receipt of any statement or record containing such error or omission.

If Alterna does make an error or omission for any reason, with respect to the recording of any Transaction, the liability of Alterna, if any, will be limited to the amount of the error or omission in recording, plus any applicable service charges that may have been charged to you by Alterna. Specifically, you agree that Alterna will not be liable for any other loss, or any loss of business or profit or any other damage (direct or indirect or consequential) or delay or inconvenience whatsoever caused by or arising from any such error or omission.

## **8. Service Fees**

Alterna will establish service fees for use of the Services and/or for conducting Transactions and may change these service fees from time to time.

The current schedule of fees in effect, are available on Alterna's website at [www.alterna.ca](http://www.alterna.ca) and can also be obtained at an Alterna branch, form part of this agreement, and are subject to change at Alterna's sole discretion from time to time. You authorize Alterna to deduct any applicable service fees from any of my Accounts.

You acknowledge that the service fees established by Alterna for use of the Services and/or for conducting Transactions maybe in addition to the fees or charges of third-party service providers whose services are made available as part of the Services, and Alterna is also authorized to deduct those service fees or charges from any Account if required to do so by the third-party service provider as a condition of making that service available.

## **9. Transaction Processing**

When the Password is used to conduct a Transaction by accessing the Services, you may not revoke or stop any such Transaction once the Transaction request has been processed.

## **10. Member's Liability**

You agree to notify Alterna immediately if you become aware of unusual, suspicious or fraudulent activity on any Account, a mobile device used to conduct banking with Alterna is lost or stolen, or if the Password becomes known to anyone other than you, or a Signing Authority on the Account.

You will be (a) responsible and liable for compliance with this Agreement, and (b) liable for all Transactions concluded using the Services. Notwithstanding the forgoing, you will not be liable for unauthorized Transactions that occur after you have notified Alterna that the member's online, mobile or telephone banking has been compromised or that the Password has become known to someone else, provided Alterna is able to confirm the date and time of the report and the clarity of the information provided in your notification.

## **11. Termination**

Alterna may, at any time without notice, withdraw permission to use any of the Services, or cancel or alter any of the Services without being liable for any loss resulting from such action. The termination of Services for any reason will not relieve the member of any obligations under this Agreement with respect to the Services. Alterna may terminate this Agreement at any time by giving notice to its users.

## **12. Amendments to Agreement**

Alterna may change elements of this Agreement at any time by giving notice to members.

Alterna will notify members of a change to this Agreement by following the notification of change provisions of the member's account opening agreement. The member's continued use of the Services after the notice is sent means that the member agrees to and accepts this Agreement as amended. If the member does not agree to a change in this Agreement, they are at liberty to refrain from using the Services; however, any use of the Services after the posting of a notice will bind the member to the amended terms of this Agreement.

## **11. Changes to the Services**

Alterna may, without advance notice, add, remove, or change any part or feature of the Services or the website at any time.

## **12. Other Agreements**

The terms and conditions of any agreements between you and Alterna regarding any Accounts shall remain in full force and effect and shall apply to each Transaction, except as expressly modified by the terms of this Agreement. If there is a conflict between any provision of any of these other agreements and this Agreement, this Agreement will prevail.

## **13. Mobile Banking**

You acknowledge that access to the Services, including the use of Alterna's mobile banking applications and their related widgets on smartphones, tablets, or smartwatches, that restricts the amount of content available to be viewed may not have all of the features, functionality, information or content available through other websites, and you agree that regular access to the Services should be through a website that does not have any such restrictions.

## **14. General**

If you are a joint holder on an Account, then each joint holder of that Account will be jointly and severally liable for all Transactions conducted using the Services with respect to that Account.

## **15. Bill Payment**

You can only make a bill payment from Accounts that are available via the Services for this purpose. If you give an instruction, including a future-dated instruction, to make a bill payment from an Account, you acknowledge that although funds will be withdrawn from your Account on the date you instruct, the biller may not receive the bill payment amount on the date the funds were withdrawn. It is your sole responsibility to ensure that your bill payments are requested so that there is sufficient time prior to their due date to be processed by Alterna and by the biller.

Alterna is not responsible for any disputes you may have with a biller including if that biller (i) does not credit you for a bill payment for whatever reason, (ii) charges you fees, interest, or penalties, or (iii) does not supply goods or services purchased or the goods or services are not suitable. You must make sure that all information Alterna requires (including, but not always limited to, account numbers and payee names) to complete any bill payment instruction is accurate. Alterna may, without notice, update such payee information if that biller tells Alterna of a change or if Alterna deem it to be necessary. Alterna may, without notice, decline or refuse to act on an instruction given or purported to be given by you, including if Alterna believes that there may be fraudulent, unlawful, or improper activity, or that an error or mistake has occurred.

## **16. Flinks – External Account Transfers**

You have the ability through the Service to link your Account with your accounts at certain other Canadian financial institutions making it easier to transfer funds between linked accounts. This is facilitated through the use of a third-party provider, Flinks. Accordingly, you understand, agree, and consent to the use and collection of personal information through the Flinks service from the financial institution, for the purposes of linking accounts.

For more details regarding Alterna's privacy practices, see Alterna's Privacy Policy.

## **17. Transfers - To another Canadian Financial Institution service**

Should you decide to make use of the Transfers - To another Canadian financial institution service, you accept that the required account information is automatically made available to a third-party processor for the purpose of processing transfers.

## **18. Interac e-Transfer® Services**

Should you decide to make use of Interac e-Transfer® Services, you acknowledge and agree that:

- a) the Account will be debited as soon as you initiate a transfer and Alterna may hold the transfer amount until the recipient successfully claims the transfer or the transfer is cancelled. Alterna has no obligation to and will not pay interest on the transfer amount. To the extent permitted at law, Alterna is deemed to have a security interest in the transfer amount from the time the Account is debited until the recipient successfully claims the transfer or the transfer is cancelled;
- b) transfers sent and received through the Interac e-Transfer® Service are subject to number and dollar limits that may change from time to time without prior notice to the member;
- c) as the sender, you will create an effective e-Transfer Answer that is known only to you and the intended recipient;
- d) as the sender, you will keep the e-Transfer Answer confidential and will not disclose it or share it with anyone but the intended recipient;
- e) as the sender, you will not use email or any optional message that may accompany the transfer to send the recipient the e-Transfer Answer;
- f) Alterna, the other participating financial institution, and Interac® ('Acxsys Corporation') or Acxsys Corporation's agents are entitled to pay the transfer amount to anyone who, using the Interac e-Transfer® Service, claims to be the recipient and successfully provides the e-Transfer Answer;
- g) as the recipient, you will not disclose the e-Transfer Answer except as required to claim or decline the transfer;
- h) without limiting the generality of Section 4, Alterna will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or otherwise obtaining the e-Transfer Answer;
- i) without limiting the generality of Section 3, Alterna will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a transfer or for transfers claimed by someone other than the intended recipient;
- j) Alterna will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by Alterna, Acxsys Corporation, or a participating financial institution;
- k) you will not use Interac e-Transfers® for any purpose that is unlawful, fraudulent or contrary to the terms set out in this agreement;
- l) You will not attempt to impersonate any person or misrepresent his or her identity for the purpose of sending or receiving transfers through the Interac e-Transfer® Service; and
- m) You are responsible for reviewing the status of any e-Transfer he or she sends using the e-Transfer

Service by checking his/her payment history in Online Banking.

## 19. Emailing Extracts

The Service includes the ability for you to extract certain data from the Account and send it, via email, to another individual of your choosing, and it is your responsibility to ensure the accuracy of the contact information of the recipient. Any liability of information inadvertently delivered to unintended recipients remain solely with you. You acknowledge that the information is only partially encrypted while in transit, and you also acknowledge that only some of the transactional information is masked. You accept all risks related to the use of this feature.

## 20. Remote Deposits

Should you decide to make use of the Remote Deposit Service, you acknowledge and agree that:

- a) You will only use Remote Deposit Service to deposit cheques where the name of the payee on the cheque matches the names on the Account;
- b) solely for the Remote Deposit Service, Alterna appoints you as its agent, to act on behalf of Alterna in the creation and transmission of an Official Image to Alterna, and any other related duties that may be required by Alterna, all in accordance with the published rules and standards of the Canadian Payments Association as amended from time to time, and applicable legislation governing Instruments. In this context, transmission to and receipt by Alterna of the Official Image will have the same effect as if the Instrument was delivered to a branch of Alterna for negotiation and clearing. You acknowledge and agree that this role as agent cannot be further delegated by you. Further, you acknowledge and agree that you shall be personally responsible and liable for:
  - i. ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill;
  - ii. maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images; and
  - iii. verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to Alterna of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service;
- c) Alterna may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of Alterna, subject to your applicable account agreement, and any policies of the Alterna governing Instruments;
- d) the creation of an Official Image will be done using a method authorized by Alterna, in its sole discretion, from time to time. Further, you agree to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of your Account;
- e) nothing in this Agreement obliges Alterna to accept for deposit anytime whether it is or purports to be an Official Image. Alterna shall not purport to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by you from anyone other than the drawer of that item, or that is in any way altered. If you have any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then you shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to Alterna, and fully disclose all material facts known by you relating to that item and fully cooperate with any inquiry or investigation of the concerns;
- f) under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars, drawn on a financial institution domiciled in Canada, as and if applicable, in the sole discretion of Alterna from time to time. You shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account;
- g) Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to you;
- h) any Transaction made on any day or at any time during which Alterna is not open for business, maybe credited to the Account on the next business day of Alterna;
- i) once an Official Image of an Eligible Bill has been transmitted to Alterna through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless you requested to do so by Alterna in writing. Further, you agree to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, you agree to indemnify and hold Alterna and its service providers and all of their connected

parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to your use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, you will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;

- j) on transmission of an Official Image of an Eligible Bill to Alterna, you are responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill. (For example: this can be done by writing "void" or "paid" or placing a diagonal stroke across the face of the item with a pencil, pen, or brightly colored highlighter.) For a period of 120 days after transmission of the Official Image to Alterna, or such shorter period as stipulated by Alterna in writing, you shall retain and produce to Alterna on written request the original of all imaged Eligible Bills, if you receive a written request to retain or produce, you will comply with the written request, and shall, if requested, produce, by delivering to Alterna, the original of all specified Eligible Bills within five (5) business days of such request. If you fail to comply with the written request made pursuant to this provision, then Alterna can place a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after an Official Image has been transmitted to Alterna through the Remote Deposit Service or such shorter period as stipulated Alterna in writing, and provided that you have verified a credit to the Account that reconciles to the Official Image transmitted, you agree to immediately proceed with destruction of the original of the Eligible Bill. Destruction methods include shredding, pulping, burning, or any other means that "ensures that the original Instrument cannot be reused;
- k) you are responsible for any and all costs associated with obtaining a replacement Instrument in the event that Alterna requests that you re-transmit an Official Image in accordance with the relevant foregoing provisions, and the original Instrument was destroyed in accordance with the relevant foregoing provisions or otherwise lost;
- l) in Alterna's sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to the member after you use the Remote Deposit Service to transmit an Official Image, including to advise you of the receipt by Alterna of an Official Image. To receive such electronic notices, you must provide the applicable contact information required by Alterna. You are responsible for ensuring the applicable contact information required by Alterna is accurate and current;
- m) an electronic notice, if any, sent in connection with the Remote Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by Alterna or that the Account will be credited;
- n) Alterna reserves the right to remove the Remote Deposit Service from your Access Terminal at any time and without notice and at Alterna's sole discretion; and
- o) Alterna will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or Alterna requiring you to obtain another Instrument.

#### **Consent to the Collection, Use, and Disclosure of Personal Information**

The member acknowledges, agrees and consents to the collection, use, and disclosure of personal information for the purposes of using the Service, and in accordance with Alterna's Privacy Policy.

***Alterna Savings and Credit Union Limited operates as Alterna Savings. Alterna Savings is a local credit union and a member of the Financial Services Regulatory Authority of Ontario (FSRA).***



## **B) ONLINE ACCESS AGREEMENT (NON-PERSONAL ACCOUNTS)**

This agreement (the "Agreement") outlines the terms and conditions governing the member's use of the Services (defined below). Alterna Savings and Credit Union Limited ("Alterna") does not offer the Services other than in accordance with these terms and conditions. By requesting and using the Services, the member acknowledges their acceptance of these terms and conditions.

In consideration of Alterna providing access to any of the member's Accounts using the Services, the member agrees as follows:

1. **INTERPRETATION** – Any defined term used in this Agreement, defined in the singular, is deemed to include the plural and vice versa.

**"Access Terminal"** means any device used to access any of the member's Accounts, including, without limitation, an ATM, a computer, a portable hand-held device, or a telephone, including any form of mobile telephone.

**"Account"** means any of the member's accounts or subaccounts (if applicable) that the member may have now or in the future, at Alterna.

**"Account Agreement"** means the agreements for the operation of the Account.

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

**"Contaminant"** means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, keystroke logger, or any other malicious code or instruction which may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware.

**"debit card"** means a card issued by Alterna that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants.

**"Delegate"** means an Initiator Delegate and/or Read Only Delegate, as applicable.

**"Services"** means the services offered by Alterna from time to time that let a Signing Officer access the Account using an Access Terminal; that let any Read Only Delegate view the Account using an Access Terminal; and that let any Initiator Delegate and/or Non Signer view the Account and start Transactions on the Account using an Access Terminal. However, the Services do not include card services such as debit cards or smart cards, including those provided by a Third Party.

**"Eligible Bill"** means a bill that is of a class specified by a by-law, a Rule, or a standard made under the *Canadian Payments Act*, and defined therein as an 'eligible bill'. For greater certainty, under this Agreement, an Eligible Bill supporting an Official Image, must be a paper-based Instrument, complete and regular on its face, immediately payable to the member as payee, and be either a cheque, bank draft, or credit union official cheque, denominated in Canadian Dollars or US Dollars and drawn on a financial institution domiciled in Canada or the United States, as and if applicable. For purposes of this Agreement, third party Instruments that were either delivered to the member with the payee in blank or were endorsed over to the member and post-dated Instruments shall not qualify as Eligible Bills. Further, any Instrument that has been in any way transferred to the member from anyone other than the drawer, endorsed over to the member, or altered after being drawn shall not qualify as an Eligible Bill.

**"e-Transfer Answer"** means the word or phrase created by the sender of a money transfer and used by the recipient to claim or decline the money transfer using e-Transfer the Services.

**"e-Transfer Contact Information"** means the electronic contact information, including, without limitation, an email address or telephone number, used in sending and receiving of a money transfer using e-Transfer the Services.

**"e-Transfer Notice"** means the electronic notice sent to the recipient of a money transfer, when such money transfer is sent using e-Transfer the Services. The e-Transfer Notice may be read by using an Access Terminal.

**"Interac® e-Transfer Services"** means the money transfer service provided by Acxsys Corporation that facilitates the sending and receiving of money transfers (using including without limitation email or telephone) through the Services to and from Participating Financial Institutions, and/or the Acxsys Corporation payment service.

**"External Account"** means an account held at another Canadian financial institution; an Investment Industry

Regulatory Organization of Canada registrant; a card issuer; or an entity eligible for membership with the Canadian Payments Association, being an account in the member's name or on which the member has the authority to independently authorize Transactions.

**"Initiator Delegate"** means a person authorized by a Signing Officer through the Services to start Transactions on the Account and to view the Account using an Access Terminal. An Initiator Delegate does not include a Read Only Delegate, a Non Signer, or a Signing Officer.

**"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.

**"member"** means the entity that owns the Account.

**"Non Signer"** means a person authorized by the member through any other channel except through the Services to start Transactions on the Account and to view the Account using an Access Terminal. A Non Signer does not include an Initiator Delegate, a Read Only Delegate, or a Signing Officer.

**"Notice Contact Information"** means the contact information, including, without limitation, postal address, email address, fax number, or telephone number, provided by the member to, and accepted by, Alterna, through which Alterna gives written notice to the member in accordance with this Agreement.

**"Notification"** means a written notification generated by or on behalf of Alterna that provides, to the member, notice of a pending or completed Transaction or a summary of the balance of the Account, including notifications issued by email or SMS text messages to any of the member's Notice Contact Information.

**"Official Image"** means an electronic image of an Eligible Bill, either created in accordance with the provisions of this Agreement or that otherwise complies with the requirements to permit negotiation and clearing of that Eligible Bill in accordance with the by-laws, standards, or Rules of the Canadian Payments Association.

**"PAC"** means the personal access code or word used with the Services to access an Account.

**"PAD"** is a Preauthorized Debit, which means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with the member's written request.

**"Participating Financial Institution"** means a financial institution participating in e-Transfer Services, as the case may be.

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

**"Read Only Delegate"** means a person authorized by a Signing Officer through the Services to view the Account using an Access Terminal. A Read Only Delegate does not include an Initiator Delegate, a Non Signer, or a Signing Officer.

**"Remote Deposit Service"** means the remote deposit capture service provided by the Alterna that allows you, using an Access Terminal and/or any other means authorized by Alterna in its sole discretion from time to time, to create, transmit, and receive to the benefit of Alterna an Official Image for deposit to the Account;

**"Remote Instructions"** means instructions given to Alterna with respect to the operation of the Account from a remote location, using a computer, portable hand-held device, telephone, mobile telephone, fax, via Alterna's online banking system, email, text message transmission, or other remote communication acceptable to Alterna in order to operate the Account or authorize Transactions and make arrangements with Alterna.

**"Alterna Online Banking"** means the services offered by Alterna from time to time that let the member access the Account using an Access Terminal. However, Alterna Online Banking does not include card services such as debit cards or smart cards, including those provided by a Third Party.

**"Rules"** means the published rules and standards of the Canadian Payments Association as amended from time to time.

**"Signing Officer"** means any person authorized by the member (or in the case of an unincorporated association, by the association) through any other channel except through the Services, to sign Instruments or provide other orders for payments of money (either alone or with another person) on the Account, or to provide Remote Instructions or authorize other Transactions on the Account and for whom notice of such authorization has been given to Alterna. A Signing Officer does not include an Initiator Delegate, a Read Only

Delegate, or a Non Signer.

**“Small Business”** means any member carrying on commercial activity through their Account, including, but not limited to, a sole proprietorship, partnership, corporation, society, holding corporation, joint venture, association, or other business organization.

**“Third Party”** means any person, firm, corporation, association, organization, or entity other than Alterna.

**“Transaction”** means any transaction processed to or from the Account.

**“Upgrade”** means the process whereby the member is irrevocably transitioned from Alterna Online Banking to the Services.

2. **PERSONAL INFORMATION** – Alterna may collect, use, and disclose the member's and each Signing Officer's, Delegate's, and/or Non Signer's personal information in order to provide financial services and products to the member, to verify or determine the member's, Signing Officer's, Delegate's, or Non Signer's identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and the privacy policies of Alterna.

The member acknowledges, agrees, and confirms that it has obtained the express consent from any individual associated with the Account to the collection, use, and disclosure of any and all the personal information collected from such individuals for the purposes of using the Services, and in accordance with Alterna's Privacy Policy.

As a condition of accessing the Services, the member agrees to supply Alterna with an email address or mobile phone number. This will be required to receive a one-time password upon initialization of your online banking service. The member is at all times responsible for ensuring that any contact information provided for the purposes of the Services is kept up-to-date and accurate. Any changes or updates to this information should be brought to Alterna's attention immediately, or immediately updated on your profile through the Services.

The member may also choose to upload a profile picture. It shall not, however, upload content that is defamatory, abusive, infringing, obscene, misleading, unlawful, or which otherwise violates the legal rights of others. Once added, the profile picture can only be replaced – it cannot be deleted.

3. **USE OF THE SERVICES** – The member may use or authorize the use of the Services for a Signing Officer to access any permitted Account and to authorize such Transactions as may be permitted by Alterna from time to time, commencing upon the day these terms and conditions are accepted by the member and the member's request for the Services is approved by Alterna. The member may authorize the use of the Services for a Non Signer to access the Account and to start such Transactions as may be permitted by Alterna from time to time. Alterna may, from time to time, add to or delete from the types of use permitted and the Services offered. In connection with the Services, the member agrees, and shall ensure that the Signing Officer agrees, to provide true, accurate, current, and complete information about the member, the Account, and any External Account when required by Alterna. Further, the member agrees, and shall ensure that the Signing Officer agrees, to notify Alterna of any changes to such information within a reasonable period of time.
4. **ALERTS** – You will receive notifications electronically to you about certain events or conditions (“Alerts”). We provide Alerts in accordance with legislative and regulatory requirements, and also for convenience and information purposes only.

Depending on the preferences you have selected on the Services, you may receive alerts in one of the following ways: through mobile banking apps (and their related widgets on smartphones, tablets, or smartwatches), push notifications, via email, or text message. How alerts are received can be changed in the preferences settings in the Services.

Push Notifications: Certain mobile applications support push notifications which you can enable or disable on your mobile device. Even if push notifications are enabled, your ability to receive them may be affected by factors outside of our control, including connectivity and whether the mobile device is turned off.

Alerts are Unsecured: Alerts are unsecure and unencrypted and can be read by others if you allow for them to access your email account or to view your mobile device, or if you sign-in to a mobile banking application on someone else's mobile device. Although Alterna will partially mask your card and account numbers, information about your Accounts may be included in an Alert and anyone with access to your mobile device will be able to access Alerts and information contained in them.

No Charges for Alerts: there are not charges for Alerts, but standard message and data rates may be charged by your mobile carrier.

5. **DELEGATES AND NON SIGNERS** – In this Agreement, the member's responsibilities to Alterna are to be performed by the Signing Officer and his or her Delegates. The member authorizes the Signing Officer to use the Services and to appoint Delegates. A Signing Officer can authorize a person to act as his or her Delegate on the

Accounts through the Services only. If appointed, the Delegate must be specifically authorized as either a Read Only Delegate or an Initiator Delegate.

The member acknowledges that Alterna disclaims liability and is not responsible for the actions or omissions of Signing Officers, Non Signers, and Delegates or for determining the adequacy of their authority and that it is the member's exclusive obligation to verify the identity of each such person at the time of his or her appointment by the member.

Further, the member acknowledges that Alterna disclaims liability and is not responsible to maintain in its records any identifying information on the Delegates and that the member is solely responsible for ensuring that the Delegates have access to the Account.

A Delegate or a Non Signer can request through the Services that Alterna cease printing or mailing statements of the Account to the member.

All Transactions resulting in funds leaving the Account may be started by an Initiator Delegate but must have the authorization of a Signing Officer before being completed.

All Transactions resulting in funds leaving the Account may be started by a Non Signer but must have the authorization of a Signing Officer before being completed.

All Transactions resulting in funds entering the account may be completed by an Initiator Delegate alone.

All Transactions resulting in funds entering the account may be completed by a Non Signer alone.

**NOTWITHSTANDING THE FOREGOING, SERVICE CHARGES AND FEES AS DESCRIBED BELOW, ARE DISCLOSED TO, AND MAY BE INCURRED BY, AN INITIATOR DELEGATE OR NON SIGNER ALONE IN THOSE TRANSACTIONS THAT ALSO REQUIRE A SIGNING OFFICER.**

At the request of Alterna, the member must provide full and current particulars of the identities of any and all Signing Officers, Delegates, and Non Signers who have any rights of access to any Accounts pursuant to the Services.

6. **SERVICE CHARGES AND FEES** – The member will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party. The member will pay the service charges that Alterna establishes, from time to time, for the Services, including, without limitation, service charges for providing records regarding the member that Alterna is legally required to provide. The member acknowledges receipt of a schedule of Alterna's charges for the Services in effect at the time of acceptance of this Agreement. Alterna may, from time to time, increase or decrease the service charges for the Services and provide notice of such changes by sending a notice to the member's last known Notice Contact Information, by posting notice at Alterna's premises or on Alterna's website, by personal delivery, or by any other means Alterna, acting reasonably, considers appropriate to bring the change to the attention of the member. Current service charges for the Services may be obtained by contacting Alterna or through Alterna's website. The member is responsible for determining the then current service charges for the Services they request, in advance of requesting those services. By requesting the Services, the member agrees to pay service charges for the Services requested then in effect. Alterna can deduct such obligations from the Account (or other accounts of the member with Alterna) when the service is requested or performed. New or amended service charges and fees will become effective on the earlier of the stated effective date following publication, when the service is requested or performed, or when incurred, and in any event, no later than 30 days after publication by Alterna.
7. **AVAILABILITY OF DIRECT SERVICES FOR SMALL BUSINESS** – The member acknowledges that the availability of the Services depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to Alterna and Third Parties and that there is no guarantee or obligation to provide continuous or uninterrupted service. Alterna is not liable for any cost, loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, special, or consequential, that the member may suffer in any way arising from non-continuous or interrupted service or Alterna providing or failing to provide the Services, or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment, or other technical malfunctions or disturbances for any reason whatsoever, nor is Alterna liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, garbled, or delayed transmissions, or online failures (collectively, "Interruption Claims"), even if the member has advised Alterna of such consequences. The member releases and agrees to hold harmless Alterna from any and all Interruption Claims.
8. **AUTHORIZATION FOR TRANSACTIONS** – The member acknowledges and agrees that:
  - a. using the PAC to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the member or the Signing Officer in person or as otherwise contemplated or permitted by the Account Agreement;
  - b. the member will be bound by each such Transaction; and

- c. once the PAC has been used to authorize a Transaction, the Transaction cannot be revoked or countermanded.

The member irrevocably authorizes and directs Alterna to debit or credit, as the case may be, the amount of any Transaction to the Account, together with any service charges or fees, authorized using the PAC, the PIW, in person by the member or the Signing Officer, or as otherwise contemplated or permitted by the Account Agreement, in accordance with the normal practices of Alterna, which may be amended from time to time without notice.

9. **PIW AND PAC CONFIDENTIALITY** – Alterna can assign and/or require the member or a Signing Officer to select and use a PIW in connection with this Agreement. The member agrees, and shall ensure that each Signing Officer agrees, to keep the PIW confidential and will only reveal it to authorized Financial Institution agents or officers when required by Alterna. The member agrees, and shall ensure that each Signing Officer agrees, not to record the PIW in any format or medium. The member and each Signing Officer can change the PIW at any time. The member agrees, and shall ensure that each Signing Officer agrees, to change the PIW if and when required by Alterna. The member acknowledges, and shall ensure that each Signing Officer acknowledges, that the PIW must be changed if there is a change in the persons authorized to provide Remote Instructions on the Account.

The member agrees, and shall ensure that each Delegate, Non Signer, and Signing Officer agrees, to keep the PAC confidential. The member agrees, and shall ensure that each Delegate, Non Signer, and Signing Officer agrees, not to record the PAC in any format or medium. The member, a Delegate, the Non Signer, and the Signing Officer may change the PAC at any time. The member agrees, and shall ensure that each Delegate, Non Signer, and Signing Officer agrees, to change the PAC if and when required by Alterna. The member acknowledges, and shall ensure that each Delegate, Non Signer, and Signing Officer acknowledges, that the PAC must be changed if there is a change in the persons authorized to access the Account.

The member is responsible for all use of the PIW and/or PAC and for all Transactions on the Account authorized using the Services.

The member acknowledges that Alterna may, from time to time, implement additional security measures, and the member will comply, and will ensure that each Delegate, Non Signer, and Signing Officer complies, with all instructions and procedures issued by Alterna in respect of such security measures. The member is aware, and will ensure that each Delegate, Non Signer, and Signing Officer is aware, of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of Alterna. The member agrees, and will ensure that each Delegate, Non Signer, and Signing Officer agrees, not to respond to such unsolicited communications and will only initiate communications with Alterna either through Alterna's internet banking website or through Alterna's published contact information as shown on Alterna's website.

If the member or Signing Officer discloses the PAC to a Third Party, and if Alterna becomes aware of such disclosure, Alterna may, in its sole discretion, waive the confidentiality requirements. Notwithstanding any such waiver, the member acknowledges and agrees, and shall ensure that the Signing Officer acknowledges and agrees, that the member remains responsible for all use of the PAC by the Third Party.

10. **REMOTE INSTRUCTIONS** – The member or the Signing Officer may provide Remote Instructions to any branch of Alterna as permitted by Alterna, online through the Services web portal, or through Alterna's telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or may concern other Transactions and arrangements conducted at or with that branch.

Alterna may, but will not be obliged to, act on Remote Instructions received in the name of the member along with any requisite PAC and/or PIW, if any, to the same extent as if the Remote Instructions were written instructions delivered to Alterna by mail and signed by the Signing Officer authorized to operate the Account. Any such Remote Instructions are deemed genuine.

Alterna may, in its sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instruction.

A Remote Instruction is deemed received by Alterna only when actually received and brought to the attention of an authorized officer of Alterna capable of acting upon and implementing the Remote Instruction.

Remote Instructions can be transmitted to Alterna at the telephone or fax number or email address provided by Alterna, or at such other telephone or fax number or email address as Alterna may advise the member by notice in writing, or online through the Services web portal. **Any one (1) Signing Officer may act alone and provide Remote Instructions to Alterna, even if two (2) or more signatures are otherwise required to operate the Account.** Alterna, acting reasonably, is entitled to assume that any person identifying himself or herself as a Signing Officer is in fact a Signing Officer, and can rely upon such, and Alterna may act on the Remote Instructions provided by any such person. All Remote Instructions given to Alterna in the name of the member will bind the member.

11. **VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY ALTERNA** – All Transactions are subject to verification and acceptance by Alterna and, if not accepted, or if accepted but subsequently determined to be in

error or otherwise improper or unauthorized, Alterna may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date the member authorized the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time Alterna, acting reasonably, ever determines that a credit made to or traced to the Account was made in error or based upon a mistake of fact, or induced through or in any way tainted by fraud or unlawful conduct, Alterna may place a hold on the credit and/or reverse the credit and any applicable interest.

12. **FINANCIAL INSTITUTION RECORDS** – Alterna's records of all Transactions will be deemed to be correct and will be conclusive and binding on the member. All Transactions will appear on the regular statements of account for the Account.

If the member believes or suspects that the records of Alterna contain an error or omission, or reflect unauthorized Account activity, the member must give immediate written notice to Alterna, and in any event, must do so within the time provided in the Account Agreement.

A copy of any fax or email message or other Remote Instructions or Alterna's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by or on behalf of the member. The member will not object to the admission of Alterna's records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

In the absence of evidence to the contrary, the records of Alterna are conclusive for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between the member and Alterna in respect of any Transaction.

13. **LIABILITY FOR ERRORS AND OMISSIONS** – If Alterna makes an error or omission in recording or processing any Transaction, Alterna is only liable for the amount of the error or omission if the member has not caused or contributed to the error or omission in any way, has complied with this Agreement and the Account Agreement, and has given written notice to Alterna within the time provided in the Account Agreement, and to the extent the liability is not otherwise excluded by this Agreement or the Account Agreement.

If the member has given such notice, Alterna's maximum liability is limited to the amount of the error or omission. In no event will Alterna be liable for any delay, inconvenience, cost, loss, or damage (whether direct, indirect, special, exemplary, or consequential) whatsoever caused by, or arising from, any such error or omission.

14. **EXCLUSION OF FINANCIAL INSTITUTION RESPONSIBILITY** – Alterna is not responsible for any loss or damage suffered or incurred by the member except to the extent caused by the gross negligence or intentional or wilful misconduct of Alterna, and in any such case Alterna will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if Alterna has been advised of the possibility of such damages. In no event will Alterna be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by the member that is caused by:

- a. the actions of, or any failure to act by, the member, a Signing Officer, or any Third Party (and no Third Party will be considered to be acting as an agent for Alterna unless expressly authorized to do so for that purpose);
- b. the inaccuracies in, or inadequacies of, any information furnished by the member to Alterna, including, but not limited to any failed, duplicative, or erroneous transmission of Remote Instructions;
- c. the failure by Alterna to perform or fulfill any of its obligations to the member due to any cause beyond Alterna's 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 Instructions.

15. **RISKS AND DUTIES** – Except for loss caused exclusively by Alterna's gross negligence or intentional or wilful misconduct, and subject to the limitations of liability in this Agreement or the Account Agreement, the member assumes all risk of loss due to the use of the Services, including, without limitation, the risk of Third Party fraud and internal fraud of the member. The member further agrees that they will notify Alterna immediately:

- a. of any suspected or actual misuse or unauthorized use of the PAC and/or PIW; or
- b. if the PAC and/or PIW becomes known to anyone other than the member; and
- c. if the member receives Notification of any Transaction affecting the Account that alerts the member of Account activity that was not authorized by them.

The member will change the PAC and/or PIW if either of the notification requirements above in a) or b) arises.

The notification requirement above in b) does not apply if the member or Signing Officer has disclosed the PAC to a Third Party for a personal financial management service similar to that described in article 31, Personal Financial Management.

The member acknowledges that the member is responsible for all use made of the PAC and/or PIW and that Alterna is not liable for the member's failure to comply with any part of this Agreement. The member is liable for all authorized and unauthorized use, including all Transactions. The member is also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, the member expressly acknowledges and agrees that the member shall be bound by and liable for any use of the PAC or PIW by a member of the member's, Signing Officer's, Delegate's, or Non Signer's household.

The member acknowledges that the member is liable for all transfers authorized by any Signing Officer to linked accounts. The member bears all risk for all such Transactions.

Where the member knows of facts that give rise or ought to give rise to suspicion that any Transactions, instructions in respect of the Accounts, or Instruments deposited to the Accounts are fraudulent, unauthorized, counterfeit, or induced through or in any way tainted by fraud or unlawful conduct, or otherwise likely to be returned to Alterna or found invalid for any reason, the member has a duty to make reasonable inquiries of proper parties into such Transactions, instructions, or Instruments, as the case may be, to determine whether they are valid authorized Transactions, instructions, or Instruments, as the case may be, before negotiating or, alternatively, accessing any funds derived from such Transactions, instructions, or Instruments, and to disclose to Alterna the member's suspicion and the facts upon which the member's suspicion is based ("Suspicious Circumstances").

Alterna may, in its sole discretion, investigate any Suspicious Circumstances disclosed by the member, but Alterna does not owe the member any obligation to undertake its own investigation of Suspicious Circumstances. Alterna may place a hold on all or some of the member's Accounts pending investigation of any improper use of any Account. Any hold imposed by Alterna pursuant to any of the terms of this Agreement, or investigation undertaken by Alterna, is imposed or undertaken by Alterna at Alterna's sole discretion and for Alterna's sole benefit.

Release of a hold by Alterna is not a confirmation that a Transaction, instruction, or Instrument is in fact good and may not be relied upon as such by the member. If, to the satisfaction of Alterna, any improper use is established, Alterna can withdraw or suspend the Services and/or operation of the Account without notice.

**16. RIGHTS FOR INNOCENT BREACH –** Subject to the provisions of this Agreement and the Account Agreement:

- a. if the member and/or a Signing Officer did not reveal the PIW to any other person, other than authorized Financial Institution agents or officers when required by Alterna, or write it down or otherwise record it, and changed the PIW when required by this Agreement, the member will not be liable for any unauthorized use that occurs after Alterna has received written notice from the member that the PIW may have become known to someone other than the member and/or a Signing Officer. Alterna will not be considered to have received written notice until Alterna gives the member written acknowledgement of receipt of such notice;
- b. if the member, Delegate, Non Signer, and/or Signing Officer did not reveal the PAC to any other person, other than authorized Financial Institution agents or officers when required by Alterna, or write it down or otherwise record it, and changed the PAC when required by this Agreement, the member will not be liable for any unauthorized use that occurs after Alterna has received written notice from the member that the PAC may have become known to someone other than the member, Delegate, Non Signer, and/or Signing Officer. Alterna will not be considered to have received written notice until Alterna gives the member written acknowledgement of receipt of such notice; and
- c. Alterna will not otherwise be liable for any damages or other liabilities that the member may incur by reason of Alterna acting, or failing to act, on Remote Instructions given in the name of the member whether or not the member and/or a Signing Officer actually gave the Remote Instructions. Alterna will not be liable for any damages or other liabilities that the member may incur by reason of Alterna acting, or failing to act, on no statement requests made by a Delegate and/or a Non Signer through the Services whether or not the member, Delegate, and/or Non Signer actually gave the Remote Instructions.

**17. PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION**

**PROBLEMS –** In the event of a problem with a the Services Transaction or an unauthorized the Services Transaction, the member will report the issue immediately to Alterna. Alterna will investigate and respond to the issue on a timely basis. Alterna will not unreasonably restrict the member from the use of the Account subject to dispute, as long as it is reasonably evident that the member or Signing Officer did not cause or contribute to the problem or unauthorized Transaction, has fully cooperated with the investigation, and has complied with this Agreement and the Account Agreement. Alterna will respond to reports of a problem or unauthorized Transaction within 10 business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by the member. Reimbursement will be made for losses from a problem or

unauthorized Transaction in this time frame provided that the member has complied with this Agreement and the Account Agreement and on the balance of probabilities it is shown that the member and Signing Officer took all reasonable and required steps to:

- a. protect the confidentiality of the PAC and PIW as required by this Agreement and the Account Agreement;
  - b. use security safeguards to protect against and detect loss, theft, and unauthorized access as required by this Agreement and the Account Agreement; and
  - c. act immediately, upon receiving a Notification of, or becoming aware of, an unauthorized Transaction, to mitigate against further loss and report the issue to Alterna.
18. **ACCESS TERMINAL SECURITY** – If the Services are made available through the Internet or a telephone service provider, the member acknowledges that, although Alterna uses 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 the risk of the member. The member acknowledges and shall ensure that any private Access Terminal used to access the Services 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 each Delegate, Non Signer, and Signing Officer acknowledges that it is his or her personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. The member further acknowledges, and shall ensure that each Delegate, Non Signer, and Signing Officer acknowledges, that to reduce the risk of unauthorized access to the Account through the Access Terminal, the member will sign out of the Services and, where applicable, close the browser when finished using it. The member further acknowledges, and shall ensure that each Delegate, Non Signer, and Signing Officer acknowledges, 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 Services increases the risk of unauthorized access to the Account, and will take all reasonable precautions to avoid such use or inadvertent disclosure of the PAC and/or PIW.
19. **FRAUD PREVENTION AND DETECTION** – The member agrees to maintain appropriate 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. The member further agrees to diligently supervise and monitor the conduct and work of all agents and employees having any role in the preparation of the member's Instruments or conduct of Transactions, the member's reconciliation of the statement of account for the Account, or other banking functions.
20. **LINKS** – If the Services are made available through the Internet, Alterna's website may provide links to other websites, including those of Third Parties who may also provide services to the member. The member acknowledges that all those other websites and Third Party services are independent from Alterna's website and may be subject to separate agreements that govern their use. Alterna has no liability for those websites or their contents or the use of Third Party services. Links are provided for convenience only, and the member assumes all risk resulting from accessing or using such other websites or Third Party services.
21. **THIRD PARTY SERVICES** – Alterna may, from time to time, make services provided by Third Parties available through the Services or Alterna's website. The member acknowledges and agrees, and shall ensure that the Signing Officer acknowledges and agrees, that:
- a. Alterna makes the services of Third Parties available through the Services or Alterna's website for the convenience of members. The services are provided by the Third Party and not Alterna. The member's relationship with the Third Party shall be a separate relationship, independent of the relationship between the member and Alterna, and such a relationship is outside the control of Alterna;
  - b. Alterna makes no representation or warranty to the member with respect to any services provided by a Third Party even though those services may be accessed by the member, Signing Officer, Delegate, or Non Signer through the Services or Alterna's website;
  - c. the member assumes all risks associated with accessing or using the services of Third Parties;
  - d. Alterna has no responsibility or liability to the member in respect of services provided by a Third Party;
  - e. any dispute that relates to services provided by a Third Party is strictly between the member and the Third Party, and the member will raise no defence or claim against Alterna; and
  - f. the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* may apply to the services provided by Third Parties and that the Third Parties may, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.

22. **INDEMNITY** – The member agrees to indemnify and hold Alterna and its service providers and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the member's use of the Services. members must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, the member will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:

- a. any of the Indemnified Parties making the Services available to the member;
- b. any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions;
- c. any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by the Delegate, and/or Non Signer through the Services;
- d. any Transaction that results in a negative balance in the Account; or
- e. the consequences of any Transaction authorized by the member or a Signing Officer.

This indemnity will enure to the benefit of the Indemnified Parties and will be binding upon the member and the member's successors and assigns and shall survive the termination of this Agreement for any act or omission prior to termination as gives rise to an indemnified claim, even if notice is received after termination.

23. **DIRECT SERVICES FOR SMALL BUSINESS ACKNOWLEDGEMENT** – The member acknowledges and agrees that:

- a. when transfers and bill payments are authorized through the Services, funds are deemed irrevocably transferred out of the Account, and the Transaction cannot be revoked or countermanded by the member;
- b. anyone with access to the PAC and/or PIW may be able to access the Services and may use the PAC and/or PIW to transfer money out of an Account, set up bill payment arrangements, make bill payments, and authorize any other Transaction;
- c. Alterna will not be liable in any way to the member or any other person for processing or accepting on the Account any Transaction that results in the transfer of money out of the Account or in the payment of bills, even if the money is used for the benefit of a person other than the member, or if bills owed by a person other than the member are paid;
- d. the member will be liable for all Transactions conducted using the Services, including Transactions that benefit a person other than the member or that result in the payment of bills owed by a person other than the member; and
- e. a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.

24. **NO STATEMENT REQUEST AND ONGOING VERIFICATION OBLIGATIONS** – If, at the request of the member (through the member, Signing Officer, Delegate, or Non Signer), Alterna agrees to cease printing and mailing statements of account for the Account to the member, the member acknowledges and agrees that:

- a. the member will be responsible to obtain (whether from Alterna or using the Services) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by no later than the end of the following calendar month (the “Notification Date”), notify Alterna of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in any Instrument or other items, or of any forgeries, fraudulent or unauthorized Transactions of any type, and any debits wrongly made to the Account;
- b. notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which the member has notified Alterna in writing on or before the Notification Date), the member agrees that:
  - i. the amount of the balances shown on the last day of the calendar month is correct and binding on the member subject to the right of Alterna to make reversals in accordance with this Agreement and the Account Agreement;

- ii. all amounts charged to the Account are valid;
  - iii. the member is not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month;
  - iv. the member has verified the validity of any Instruments and instructions; and
  - v. the use of any service shown is correct.
- b. The member acknowledges that:
- i. notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by Alterna and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back, made in error, or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly; and
  - ii. notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by Alterna. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.
- c. Despite subsection b) above, if the member has authorized PADs to be issued against any of the Accounts, the member acknowledges that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:
- i. where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting; and
  - ii. where the purpose of the PAD was for payment of goods and services related to commercial activities of the member, the time period for making such a claim is 10 business days from the date of debiting.

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

25. **BILL PAYMENTS MADE THROUGH DIRECT SERVICES FOR SMALL BUSINESS** – The member acknowledges and agrees that:
- a. bill payments made through the Services are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is authorized and the internal accounting processes of the bill payment recipient;
  - b. it is the responsibility of the member to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;
  - c. Alterna will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment or a delay in the processing of bill payments;
  - d. if the member has made or received a bill payment in error, Alterna may, but is not obliged to, assist the member by initiating or processing a "Bill Payment Error Correction Debit", as defined under the Rules, and if so initiated, the member agrees to indemnify Alterna for any direct loss, costs, or damages incurred, and will pay to Alterna any reasonable service charges or fees related to the provision of the service; and
  - e. if Alterna, absent gross negligence or wilful misconduct, initiates or processes a Bill Payment Error Correction Debit affecting the accounts or affairs of the member, Alterna shall be held harmless for any and all loss, costs, or damages suffered or incurred by the member, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.
26. **DIRECT SERVICES FOR SMALL BUSINESS AND THIRD PARTIES** – In respect of all the Services and any Third Party services made available by Alterna, the member shall not, and shall ensure that each Delegate, Non Signer, and Signing Officer does not:
- a. use the services for an illegal, fraudulent, or defamatory purpose, and

- b. take steps, or cause, or permit anything to be done that could undermine the security or integrity of the services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Services or Third Party services).

In the event of a breach of the provisions of a) or b), the member's, the Delegate's, the Non Signer's, and/or the Signing Officer's participation in the Services or any service provided by Alterna or a Third Party may be suspended or terminated.

27. **TRANSFERS WITH LINKED ACCOUNTS** – If Alterna through the Services enables the member, the Signing Officer, and/or the Non Signer to link multiple Accounts to a single user name to allow the member, the Signing Officer, and/or the Non Signer to access the Accounts from a single user name, it will not constitute merging the Accounts. If the Accounts are linked through the Services, then:

- a. Alterna reserves the right to refuse to accept any Account;
- b. the member agrees, and shall ensure that each Signing Officer and Non Signer agrees, that Alterna, at its discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;
- c. Alterna reserves the right to limit the number of Accounts that can be linked;
- d. Alterna reserves the right to limit the dollar amount of Transactions made to or from a linked Account;
- e. Alterna reserves the right to limit the number of Transactions made to or from a linked Account;
- f. Alterna reserves the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by Alterna, during which time the Transaction or portion thereof will not be accessible to the member;
- g. the member agrees, and shall ensure that each Signing Officer and Non Signer agrees, that Alterna cannot guarantee the date of a Transaction to and/or from a linked Account. Alterna will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of Transactions; and
- h. all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.

28. **Interac® e-Transfer SERVICES** – If Alterna through the Services makes e-Transfer the Services available and the member or Signing Officer authorizes the use of e-Transfer the Services, the member acknowledges and agrees, and shall ensure that each Signing Officer, Delegate, and Non Signer agrees, that:

- a. the e-Transfer the Services are only available in Canadian dollars;
- b. the Account will be debited as soon as the member or Signing Officer authorizes a Transaction, and Alterna may hold the Transaction amount until the recipient successfully claims the Transaction or the Transaction is cancelled. Alterna has no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, Alterna is deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the Transaction or the Transaction is cancelled;
- c. Transactions sent and received through the e-Transfer the Services are subject to number and dollar limits that may change from time to time without prior notice to the member;
- d. Alterna will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by Alterna, Acxsys Corporation, or a Participating Financial Institution;
- e. an e-Transfer Notice advising the recipient of the Transaction will be generated approximately 30 minutes after the member or Signing Officer originates or authorizes the Transaction;
- f. as the sender or authorizer, the member or Signing Officer will keep the e-Transfer Answer confidential and will not disclose it or share it with anyone but the intended recipient;
- g. the recipient must correctly provide the e-Transfer Answer to claim or decline the Transaction;
- h. Alterna, the other Participating Financial Institution, and Acxsys Corporation or Acxsys Corporation's agents are entitled to pay the Transaction amount to anyone who, using the e-Transfer the Services, claims to be the recipient and successfully provides the e-Transfer Answer;

- i. Alterna will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or obtaining the e-Transfer Answer;
  - j. as the sender or authorizer, the member or Signing Officer will not include the e-Transfer Answer in the Transaction details;
  - k. as the recipient or receiver, the member or Signing Officer will not disclose the e-Transfer Answer except as required to claim or decline the Transaction;
  - l. the recipient may claim a Transaction using the online banking services of Alterna or another Participating Financial Institution or through the Acxsys Corporation payment service;
  - m. if the recipient declines a Transaction that the member initiated, the Transaction will be returned to the member;
  - n. funds usually arrive in the recipient's account within 3 to 5 business days from the day the recipient successfully claims the Transaction. Alterna cannot guarantee the date of deposit;
  - o. if the member is the Sender, the Transaction will be returned to the member if the recipient does not claim the Transaction within 30 days of the date the Transaction is initiated, if the Transaction cannot be successfully sent to the recipient's e-Transfer Contact Information as provided by the member, or if the recipient declines the Transaction. The member is responsible for providing the recipient's correct e-Transfer Contact Information and further agrees that the recipient has consented to the member's use of the e-Transfer Contact Information for e-Transfer the Services purposes, including its provision to Alterna, the other Participating Financial Institution, and Acxsys Corporation;
  - p. if the recipient successfully claims the Transaction using the Acxsys Corporation payment service but provides incorrect account information, Acxsys Corporation or its agent may request correct account information from the recipient or may mail an Instrument to the recipient. Alterna will not pay interest on the Transaction amount;
  - q. Alterna may cancel a Transaction if it has reason to believe that a mistake has occurred or if it believes that the Transaction is a product of unlawful or fraudulent activity;
  - r. the member is responsible for providing valid e-Transfer Contact Information and will immediately update it via the Services if there are any changes to said e-Transfer Contact Information;
  - s. as the sender or authorizer, the member or Signing Officer may cancel a Transaction up to the time the recipient successfully claims the Transaction. As the recipient or receiver, the member or Signing Officer acknowledges that a Transaction may be cancelled up to the time the member or Signing Officer successfully claims the Transaction;
  - t. all disputes will be handled directly between the sender and the recipient;
  - u. Alterna may refuse to provide e-Transfer the Services for the member; and
  - v. Alterna will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction or for Transactions claimed by someone other than the intended recipient.
29. **VIEWING CHEQUE IMAGING** – Alterna may, in connection with the Services, permit the Delegate, Non Signer, and/or Signing Officer to view and print images of Instruments drawn on the Account and such images may be made available before Alterna has determined whether the Instrument will be honoured or accepted. The member acknowledges and agrees that such images are made available by Alterna as a service to the member and the provision of such images does not mean that the Transaction has been processed, nor does it in any way oblige Alterna to honour or accept the Instrument.
30. **VIEWING DOCUMENTS** – Alterna may, in connection with the Services, permit the Delegate, Non Signer, and/or Signing Officer to view and print images of documents. The member acknowledges and agrees that such images are made available by Alterna as a service to the member and the provision of such images does not in any way oblige Alterna to permit the Delegate, Non Signer, and Signing Officer to view and print images of documents.
31. **EMAILING EXTRACTS** – The Service includes the ability for you to extract certain data from the Account and send it, via email, to another individual of their choosing, and it is your responsibility to ensure the accuracy of the contact information of the recipient. Any liability of information inadvertently delivered to unintended recipients remain solely with you. You acknowledge that the information is only partially encrypted while in transit, and you also

acknowledge that only some of the transactional information is masked. You accept all risks related to the use of this feature.

32. **REMOTE DEPOSITS** – Should the member decide to make use of the Remote Deposit Service, the member acknowledges and agrees that:
- a. The member will only use Remote Deposit Service to deposit cheques where the name of the payee on the cheque matches the name(s) on the Account exactly;
  - b. solely for the Remote Deposit Service, Alterna appoints the member as its agent, to act on behalf of Alterna in the creation and transmission of an Official Image to Alterna, and any other related duties that may be required by Alterna, all in accordance with the published rules and standards of the Canadian Payments Association as amended from time to time, and applicable legislation governing Instruments. In this context, transmission to and receipt by Alterna of the Official Image will have the same effect as if the Instrument was delivered to a branch of Alterna for negotiation and clearing. The member acknowledges and agrees that this role as agent cannot be further delegated by the member. Further, the member acknowledges and agrees that the member shall be responsible and liable for:
    - i. ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill;
    - ii. maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images; and
    - iii. verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to Alterna of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service;
  - c. Alterna may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of Alterna, subject to the member's applicable account agreement, and any policies of the Alterna governing Instruments;
  - d. the creation of an Official Image will be done using a method authorized by Alterna, in its sole discretion, from time to time. Further, the member agrees to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of the member's Account;
  - e. nothing in this Agreement obliges Alterna to accept for deposit anytime whether it is or purports to be an Official Image. Alterna shall not purport to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by the member from anyone other than the drawer of that item, or that is in any way altered. If the member has any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then the member shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to Alterna, and fully disclose all material facts known by you relating to that item and fully cooperate with any inquiry or investigation of the concerns;
  - f. under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars, drawn on a financial institution domiciled in Canada, as and if applicable, in the sole discretion of Alterna from time to time. The member shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account;
  - g. Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to the member;
  - h. any Transaction made on any day or at any time during which Alterna is not open for business, maybe credited to the Account on the next business day of Alterna;
  - i. once an Official Image of an Eligible Bill has been transmitted to Alterna through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless the member requested to do so by Alterna in writing. Further, the member agrees to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, the member agrees to indemnify and hold Alterna and its service providers and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any

and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the member's use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. The member must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, the member will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;

- j. on transmission of an Official Image of an Eligible Bill to Alterna, the member is responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill. (For example: this can be done by writing "void" or "paid" or placing a diagonal stroke across the face of the item with a pencil, pen, or brightly colored highlighter.) For a period of 120 days after transmission of the Official Image to Alterna, or such shorter period as stipulated by Alterna in writing, the member shall retain and produce to Alterna on written request the original of all imaged Eligible Bills, if the member receives a written request to retain or produce, the member will comply with the written request, and shall, if requested, produce, by delivering to Alterna, the original of all specified Eligible Bills within five (5) business days of such request. If the member fails to comply with the written request made pursuant to this provision, then Alterna can place a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after an Official Image has been transmitted to Alterna through the Remote Deposit Service or such shorter period as stipulated Alterna in writing, and provided that the member has verified a credit to the Account that reconciles to the Official Image transmitted, the member agree to immediately proceed with destruction of the original of the Eligible Bill. Destruction methods include shredding, pulping, burning, or any other means that ensures that the original Instrument cannot be reused;
  - k. the member is responsible for any and all costs associated with obtaining a replacement Instrument in the event that Alterna requests that the member re-transmit an Official Image in accordance with the relevant foregoing provisions, and the original Instrument was destroyed in accordance with the relevant foregoing provisions or otherwise lost;
  - l. in Alterna's sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to the member after the member uses the Remote Deposit Service to transmit an Official Image, including to advise the member of the receipt by Alterna of an Official Image. To receive such electronic notices, the member must provide the applicable contact information required by Alterna. The member is responsible for ensuring the applicable contact information required by Alterna is accurate and current;
  - m. an electronic notice, if any, sent in connection with the Remote Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by Alterna or that the Account will be credited;
  - n. Alterna reserves the right to remove the Remote Deposit Service from the member's Access Terminal at any time and without notice and at Alterna's sole discretion; and
  - o. Alterna will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or Alterna requiring the member to obtain another Instrument.
33. **MODIFICATION OF AGREEMENT** – Alterna may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to the member's future use of the Services from time to time, for any reason, without any liability to the member or any other person. Alterna may provide notice of a change to this Agreement by mailing notice to the member's last known address, by posting notice at Alterna's premises, by personal delivery, or by any other means Alterna, acting reasonably, considers appropriate to bring the modification to the attention of the member. The member is responsible for regularly reviewing the terms and conditions of this Agreement. If the member uses the Services after the effective date of an amendment to this Agreement, it will mean that the member agrees to the amendment and adopts and is bound by the newer version of this Agreement. The member must not change, supplement, or amend this Agreement by any means.
34. **OTHER AGREEMENTS** – In addition to this Agreement, the terms and conditions of the Account Agreement between the member and Alterna will apply to the Services and to Transactions made under this Agreement, except as expressly provided otherwise in this Agreement. If there is a conflict between the terms and conditions of the

Account Agreement or any other agreements between the member and Alterna and the terms and conditions of this Agreement, then the terms and conditions of this Agreement will apply in respect of the Services. There are no representations or warranties made by Alterna to the member concerning the Services except for the representations, warranties, and obligations of Alterna as expressly set out in this Agreement. Any advice, information, or statements provided by Alterna, or their service providers, agents, or their representatives, whether oral or written, will not create any representation, warranty, or condition, or vary or amend this Agreement, including the above liability exclusions, liability limitations, release and indemnity provisions, and the member may not rely upon any such advice or information.

35. **NOTICES** – Any notice required or permitted to be given to Alterna in connection with this Agreement must be in writing and must be addressed and delivered to Alterna at the address or fax number set forth on the Account Agreement. Any notice required or permitted to be given to the member in connection with this Agreement may be given to the member by delivering a written notice to the last known Notice Contact Information, or, except as to confidential financial information specific to the member, by posting notice at Alterna's premises or on Alterna's website, or by any other means Alterna, acting reasonably, considers appropriate to bring the notice to the attention of the member.
36. **TERMINATION** – Alterna may, at any time without notice, withdraw permission to use any of the Services, or cancel or alter any of the Services without being liable for any loss resulting from such action. The termination of Services for any reason will not relieve the member of any obligations under this Agreement with respect to the Services. Alterna may terminate this Agreement at any time by giving notice to its users.
37. **ELECTRONIC EXECUTION** – This Agreement may be executed electronically. Use of the Services shall be deemed to be acceptance of these terms and conditions as of the date of first use, or in the case of a modification of this Agreement, acceptance of the modified terms and conditions.
38. **APPLICABLE LAW** – This Agreement is governed by the laws of the province of the Account, or if more than one (1) Account, then the jurisdiction of incorporation of Alterna and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.
39. **ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of Alterna and the member and their successors and assigns.
40. **PROCEEDS OF CRIME LEGISLATION** – The member acknowledges that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Account and that Alterna will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. The member agrees, and shall ensure that any Signing Officer, Delegate, and/or Non Signer agrees, to abide by and comply with all such laws and procedures.
41. **SEVERABILITY** – This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then:
  - a. the offending portion of the provision shall be expunged and the remainder of such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and
  - b. such invalidity or unenforceability will not affect any other provision of this Agreement.
42. **NO WAIVER** – No waiver by Alterna of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. Alterna may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by Alterna.
43. **CHOICE OF LANGUAGE** – It is the express wish of the parties that this Agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

#### **Consent to the Collection, Use, and Disclosure of Personal Information**

The member acknowledges, agrees and consents to the collection, use, and disclosure of personal information for the purposes of using the Service, and in accordance with Alterna's Privacy Policy.

***Alterna Savings and Credit Union Limited operates as Alterna Savings. Alterna Savings is a local credit union and a member of the Financial Services Regulatory Authority of Ontario (FSRA).***

