

# Business Deposit Account

Agreements and Disclosures

Effective: May 26, 2026

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# BUSINESS ACCOUNT & SERVICE FEES SCHEDULE

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

You understand that we may from time to time increase or decrease the fees or service charges that apply to the Account, including your Debit Card.

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

## CHEQUING ACCOUNT OPTIONS

### BIZSIMPLE® LOW FEE CHEQUING

At only \$7/month, this Account covers all your basic business banking needs.

**Monthly Fee:** \$7

**Transactions included:** Free deposits and unlimited electronic bill payments\*

**Interest on this Account:** No interest is paid on this account.

Tru Cooperative Bank is a member of the CDIC. Deposits made with the Financial Institution are eligible for CDIC protection up to \$100,000, per insured category, per Depositor, and provided such deposits are payable in Canada, as outlined in the CDIC “Protecting Your Deposits” document. To learn more, visit the CDIC’s website at [www.cdic.ca](http://www.cdic.ca) or contact them directly at [info@cdic.ca](mailto:info@cdic.ca) or 1-800-461-2342.

#### Features:

- Low monthly Account fee
- Unlimited electronic bill payments
- Unlimited electronic transfers between your Tru Cooperative Bank accounts
- Free monthly electronic statements available in online banking

#### The BizSimple® Account may be right for you if:

- You are looking for an unlimited self-serve Account
- You want to pay less on day-to-day banking fees

#### The BizSimple® may not be right for you if:

- You are looking for an account that pays interest
- You are looking to make purchases in U.S. Dollars

### **Additional Fees:**

\*Transactions that exceed the monthly package and additional services you use may incur an additional fee. Please refer to the Business Account & Service Fees within this guide to see our Account and service fees.

## **UNLIMITED CHEQUING FOR BUSINESS®**

At only \$39/month, this Account includes unlimited transactions for your business.

**Monthly Fee:** \$39

**Transactions included:** Free deposits and unlimited day-to-day business transactions\*

**Interest on this Account:** No interest is paid on this account.

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### **Features:**

- Unlimited day-to-day banking transactions
- Unlimited cheque clearing
- Unlimited electronic and in-branch bill payments
- Unlimited in-branch withdrawals
- Unlimited pre-authorized payments
- Unlimited ATM withdrawals
- Unlimited point of sale transactions
- Unlimited deposits to and electronic transfers between your Tru Cooperative Bank accounts
- Free monthly electronic statements available in online banking

### **The Unlimited Chequing for Business® Account may be right for you if:**

- You are looking for a high use Account, with unlimited day-to-day business transactions at a competitive monthly fee.
- You are looking for ways to minimize fees for your day-to-day banking.

### **The Unlimited Chequing for Business® may not be right for you if:**

- You are looking for an account that pays interest
- You are looking to make purchases in U.S. Dollars

### **Additional Fees:**

Transactions that exceed the monthly package and additional services you use may incur an additional fee. Please refer to the Business Account & Service Fees within this guide to see our Account and service fees.

## **ORGANIZATION VALUE ACCOUNT**

Business banking solutions for non-profit organizations.

**Monthly Fee:** \$0

**Transactions included:** 25 free transactions per month\* including:

- Cheque clearing
- Pre-authorized payments
- Point of sale transactions
- ATM and in-branch withdrawals
- In-branch withdrawals
- Unlimited electronic bill payments
- Unlimited electronic transfers between your Tru Cooperative Bank accounts.
- Free monthly electronic statements available in online banking

**Interest on this Account:** No interest is paid on this account

Tru Cooperative Bank is a member of the CDIC. Deposits made with the Financial Institution are eligible for CDIC protection up to \$100,000, per insured category, per Depositor, and provided such deposits are payable in Canada, as outlined in the CDIC “Protecting Your Deposits” document. To learn more, visit the CDIC’s website at [www.cdic.ca](http://www.cdic.ca) or contact them directly at [info@cdic.ca](mailto:info@cdic.ca) or 1-800-461-2342.

**Features:**

- No monthly Account fee
- Free deposits
- Free monthly electronic statements available in online banking

**The Organization Value Chequing Account may be right for you if:**

- You are looking for an account that includes a high volume of transactions.
- You are looking for ways to minimize fees for your day-to-day banking.
- You make infrequent withdrawals or transactions.

**The Organization Value Chequing Account may not be right for you if:**

- You are looking for an account that pays interest
- You are looking to make purchases in U.S. Dollars

**Additional Fees:**

\*Transactions that exceed the monthly package and additional services you use may incur an additional fee. Please refer to the Business Account & Service Fees within this guide to see our Account and service fees.

**US DOLLAR BUSINESS CHEQUING ACCOUNT**

Get U.S. cash, write cheques or transfer money from Canada to the U.S.

**Monthly Fee:** \$6 USD

**Transactions included:** Free deposits

**Interest on this Account:** This Account calculates interest based on the tier to which the **entire** daily closing balance corresponds. The interest calculates daily and is paid **at month end**. Interest rates and balance tiers are subject to change at any time without advance notice.

*Example, for illustrative purposes only:*

Tier 1	\$0-\$4,999	1.50%
Tier 2	\$5,000	1.60%

Daily Closing Balance = \$5,100

This Account will calculate interest based on an interest rate of 1.60% on the **entire** \$5,100 closing balance.

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**Features:**

- Write cheques in U.S. Dollars
- Earn interest in U.S. Dollars
- Unlimited electronic transfers between your Tru Cooperative Bank accounts

**The US Dollar Business Chequing Account may be right for you if:**

- You don’t want to worry about the exchange rate

**The US Dollar Chequing Account may not be right for you if:**

- You need an account for everyday banking in currency other than U.S. Dollars

**Additional Fees:**

\*Transactions that exceed the monthly package and additional services you use may incur an additional fee. Please refer to the Business Account & Service Fees within this guide to see our Account and service fees.

**SAVINGS ACCOUNT OPTIONS**

**BUSINESS OPTIMUM SAVINGS**

Our Business Optimum Savings Account is a free savings Account.

**Monthly Fee:** \$0

**Transactions included:** 2 free transactions/month\* including:

- In branch withdrawals
- In branch transfers
- In branch and electronic bill payments
- Point of sale transactions
- Pre-authorized payments
- ATM withdrawals
- Free monthly electronic statements available in online banking

**Interest on this Account:** This Account calculates interest at one interest rate, based on the tier to which a **portion** of your Daily Closing Balance corresponds. Subsequent interest rate tier(s) may be used to calculate the interest on the remaining portion(s) of your Daily Closing Balance. This means portions of your Daily Closing Balance may fall within multiple tiers. The interest calculates daily and is paid at month end. Interest rates and balance tiers are subject to change at any time without advance notice.

*Example, for illustrative purposes only:*

Tier 1	\$0 - \$99,999	1.40%
Tier 2	\$100,000 - \$499,999	1.55%
Tier 3	\$500,000 - \$999,999	1.65%

Tier 4	\$1,000,000 - \$4,999,999	1.75%
Tier 5	\$5,000,000	2.40%

Daily Closing Balance = \$550,000

*This Account will calculate interest based on an interest rate of 1.40% on the first \$99,999, an interest rate of 1.55% on the balance of \$100,000 - \$499,999 and an interest rate of 1.65% on the balance of \$500,000 - \$550,000.*

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**Features:**

- No monthly Account fee
- Earn interest on your savings

**The Business Optimum Savings Account may be right for you if:**

- You want to earn interest
- You want a low-risk savings option
- You make infrequent withdrawals or transactions

**The Business Optimum Savings Account may not be right for you if:**

- You use this Account for day-to-day transactions, bill payments, transfers, and withdrawals

**Additional Fees:**

\*Transactions that exceed the monthly package and additional services you use may incur an additional fee. Please refer to the Business Account & Service Fees within this guide to see our Account and service fees.

**COMMERCIAL HIGH INTEREST SAVINGS ACCOUNT (HISA)**

Earn interest on every dollar you save and pay no monthly fee.

**Monthly Fee:** \$0

**Transactions included:** 1 free debit transaction\* including:

- In branch withdrawals
- In branch transfers
- In branch and electronic bill payments
- Point of sale transactions
- Pre-authorized payments
- ATM withdrawals
- Free monthly electronic statements available in online banking

**Interest on this Account:** This Account calculates interest based on the tier to which the **entire** daily closing balance corresponds. The interest calculates daily and is paid **at month end**. Interest rates and balance tiers are subject to change at any time without advance notice.

*Example, for illustrative purposes only:*

Tier 1	\$0-\$4,999	1.50%
Tier 2	\$5,000	1.60%

Daily Closing Balance = \$5,100

*This Account will calculate interest based on an interest rate of 1.60% on the **entire** \$5,100 closing balance.*

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**Features:**

- No monthly Account fee
- Earn interest on your savings

**The Commercial High Interest Savings Account may be right for you if:**

- You want to earn interest
- You want a low-risk savings option
- You make infrequent withdrawals or transactions

**The Commercial High Interest Savings Account may not be right for you if:**

- You use this Account for day-to-day transactions, bill payments, transfers, and withdrawals

**Additional Fees:**

\*Transactions that exceed the monthly package and additional services you use may incur an additional fee. Please refer to the Business Account & Service Fees within this guide to see our Account and service fees.

**POOLED TRUST ACCOUNT**

Chequing Account for lawyer, notary, or real estate trust Accounts.

- This account does not have ATM/debit card access
- This account does not have *Interac* e-Transfer® access

**Monthly Fee:** \$0

**Interest on this Account:** This Account calculates interest on the **entire** daily closing balance at the specified interest rate. The interest calculates daily and is paid at month end. Interest rate is subject to change at any time without advance notice.

*Example, for illustrative purposes only:*

\$0+	1.00%
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Daily Closing Balance = \$100,000

*This Account will calculate interest based on an interest rate of 1.00% on the **entire** \$100,000 closing balance.*

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**The Pooled Trust Account may be right for you if:**

- You need to hold money on behalf of your clients to satisfy legal or business requirements
- You need to segregate funds of multiple beneficiaries

**The Pooled Trust Account may not be right for you if:**

- The member is not a lawyer, notary, or realtor holding funds in trust for their clients

**AGRIINVEST ACCOUNT**

National farm program that provides matching contributions.

**Monthly Fee:** \$0

**Transactions included:** 1 free withdrawal per month\*

**Interest on this Account:** This Account calculates interest based on the tier to which the **entire** daily closing balance corresponds. The interest calculates daily and is paid **at month end**. Interest rates and balance tiers are subject to change at any time without advance notice.

*Example, for illustrative purposes only:*

Tier 1	\$0-\$4,999	1.50%
Tier 2	\$5,000	1.60%

Daily Closing Balance = \$5,100

*This Account will calculate interest based on an interest rate of 1.60% on the **entire** \$5,100 closing balance.*

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**Features:**

- No monthly Account fee
- Earn interest on your savings
- Free monthly electronic statements available in online banking

**The AgrilInvest Account may be right for you if:**

- You are an agricultural producer
- You want to earn interest
- You want a low-risk savings option

**The AgrilInvest Account may not be right for you if:**

- You are looking for a transactional chequing Account
- You are looking to have more than one AgrilInvest Account

**Additional Fees:**

\*Transactions that exceed the monthly package and additional services you use may incur an additional fee. Please refer to the Business Account & Service Fees within this guide to see our Account and service fees.

## BUSINESS ACCOUNT & SERVICE FEES

Transactions beyond the monthly package limit will incur a fee and are disclosed here:

<b>Transaction</b>	<b>Fee (in CAD unless otherwise indicated)</b>
<b>Cheque clearing</b>	Chequing: \$1.25* BizSimple®, Organization Value , US Dollar Savings: \$1.25 Business Optimum, AgrilInvest Commercial High Interest Savings: \$5
<b>In-branch withdrawal</b>	Chequing: \$1.25* BizSimple®, Organization Value, US Dollar Savings: \$1.25 Business Optimum, AgrilInvest Commercial High Interest Savings: \$5
<b>In-branch transfer out</b>	Chequing: \$1.25* BizSimple®, Organization Value, US Dollar Savings: \$1.25 Business Optimum, AgrilInvest Commercial High Interest Savings: \$5
<b>In-branch utility bill payment / manual bill payment</b>	Chequing: \$2 BizSimple®, Organization Value, US Dollar Savings: \$2 Business Optimum, AgrilInvest Commercial High Interest Savings: \$5
<b>In-branch deposit</b>	Free
<b>Electronic Transfers between Tru Cooperative Bank accounts using our online banking services and mobile apps</b>	Free
<b>Electronic utility bill</b>	Chequing: Free Savings: \$1.25 Business Optimum, AgrilInvest Commercial High Interest Savings: \$5
<b>Cheque deposit via mobile app</b>	Free
<b>Interac e-Transfer® incoming (CAD currency only)</b>	Free
<b>Interac e-Transfer® Autodeposit (CAD currency only)</b>	Free
<b>Interac e-Transfer® outgoing (CAD currency only)</b>	Chequing: \$1.25 BizSimple®, Unlimited Chequing for Business®, Organization Value, US Dollar

	Savings: \$1.25 Business Optimum, AgrilInvest
	Commercial High Interest Savings: \$5
<b>Interac e-Transfer® Request Money</b>	Chequing: \$1.25 BizSimple®, Unlimited Chequing for Business®, Organization Value, US Dollar
	Savings: \$1.25 Business Optimum, AgrilInvest
	Commercial High Interest Savings: \$5
<b>Point of sale purchase</b>	Chequing: \$1.25 BizSimple®, Organization Value, US Dollar
	Savings: \$1.25 Business Optimum, AgrilInvest
	Commercial High Interest Savings: \$5
<b>Point of sale return</b>	Free
<b>Pre-authorized debit (payment)</b>	Chequing: \$1.25* BizSimple®, Organization Value, US Dollar
	Savings: \$1.25 Business Optimum, AgrilInvest
	Commercial High Interest Savings: \$5
<b>Pre-authorized credit</b>	Free
<b>THE EXCHANGE® and ACCULINK® ATM withdrawal</b>	Chequing: \$1.25 BizSimple®, Organization Value, US Dollar
	Savings: \$1.25 Business Optimum, AgrilInvest
	Commercial High Interest Savings: \$5
<b>THE EXCHANGE® and ACCULINK® ATM deposit</b>	Free
<b>Interac® ATM withdrawal</b>	Chequing \$2.50 BizSimple®, Organization Value, US Dollar
	Savings: \$2.50 Business Optimum, AgrilInvest
	Commercial High Interest Savings: \$6.00
<b>International (including US) Cirrus® ATM Withdrawal**</b>	Chequing: \$5 BizSimple®, Organization Value, US Dollar
	Savings: \$5 Business Optimum, AgrilInvest
	Commercial High Interest Savings: \$7

\*Fees will be charged in \$USD on US Dollar chequing accounts.

\*\*In addition to the applicable service charges, you may be charged additional fees (including commissions) by third parties. We may charge commission and earn revenue, based on the difference between the applicable buy and sell rates for the currency and the amount for which the rate is offset in the market.

## Banking Services Fees

Item	Fee (CAD unless otherwise indicated)
<b>Personalized ATM card</b>	\$5 plus GST
<b>Bank confirmation</b>	Standard: \$30 plus GST Comprehensive: \$50/hour plus GST (\$50 minimum)
<b>Chargeback</b>	\$8 per item
<b>Cheques printed in branch</b>	\$2 plus GST per sheet (excluding new account opening at \$0.50/ cheque plus GST)
<b>Ordering cheques</b>	Cost varies  The price of personalized cheques is set by an authorized third party and ranges in price, depending on several factors, such as the colour, style, customizations and other add-ons selected by you. Contact us at 1-888-597-6083 for a quote.
<b>Cheque retrieval/record search</b>	\$3 per item  Comprehensive search (not available in branch): \$50/hour plus GST (\$25 minimum)
<b>Cheque received for collection</b>	\$30
<b>Cheque held for collection</b>	\$20
<b>Coverdraft</b>	\$5
<b>Dormant/inactive Accounts</b>	Charged after 5 years of inactivity: \$2.50/month  One-time admin fee charged after 5 years of inactivity: \$42.50
<b>Foreign currency/cheque ATM Deposit</b>	Foreign currency/cheque deposited to CAD account via ATM: \$5
<b>Hold post-dated item (per item left on deposit)</b>	\$3
<b>Night deposit services</b>	100 disposable bags: \$30 plus GST (any size)  lost key replacement: \$15 plus GST
<b>Overdraft</b>	Unauthorized overdraft: \$5/item
<b>Returned Items</b> <i>Applied in the account's currency</i>	\$48.00 due to non-sufficient funds (NSF) every time the payment is presented or re-presented for payment. Merchants and other payees may present a rejected/returned item multiple times and a fee will be charged each time.  The NSF fee is in addition to the automatic unauthorized overdraft fee charged for returned items. See 'unauthorized overdraft' above.)

	For post or stale date, body, figure, signature missing: Free
<b>Statements</b>	Mailed statement: \$2.00/statement
	Cheque images with e-statement PDF: \$2/statement
	In-branch transaction printout: \$5 per month requested
	Statement re-print: \$50 (per statement range)
<b>Stop payments (in branch, via phone or online banking)</b>	\$13 (all or partial details provided)
<b>Telephone transfers (internal transfer between accounts)</b>	\$5
<b>Third party demands</b>	Per official cheque issued: \$20
	Administration fee when satisfied: plus \$50
<b>Account transfer to another financial institution or credit union</b>	\$25 (in addition to early account closure fee if applicable)
<b>Unqualified item (unencoded; where manual posting is required)</b>	\$10/item (includes cheques drawn in U.S. funds on CAD account)

### Remote Cheque Deposit Service Fees

Item	Fee (in CAD unless otherwise indicated)
Monthly fee per scanner	\$35
Set-up fee	\$90**
Per additional unlisted transit	\$90
Add additional account	\$20
Remove account	\$5
Remove unlisted transit	\$30
Substitution of security	\$100

\*\*includes 1 unlisted transit and up to 10 accounts

### Automatic Funds Transfer (AFT) (AFT Service provided by PaymentStream)

Item	Fee (in CAD unless otherwise indicated)
<b>New AFT service set up fee</b> (includes: originator setup, initial file testing and credit application risk review)	\$200
<b>Creation of additional originator IDs</b>	\$75

<b>Manual or file upload transmission (cost per release)</b>	\$10
<b>Additional charge within each file (cost per item)</b>	\$0.10
<b>Automatic transmission (cost per month)</b>	\$50
<b>AFT trace request</b>	\$15
<b>AFT error correction/recall</b>	\$1 per transaction
<b>Hard token - new, lost or replacement</b>	\$15

## Miscellaneous Fees

<b>Item</b>	<b>Fee (in CAD unless otherwise indicated)</b>
<b>Bank drafts (members only)</b>	U.S.: \$10 USD Foreign: \$10 Stop payment: \$25
<b>Office cheques (members only)</b>	\$10
<b>Cash, coin &amp; foreign funds cheques</b>	USD currency exchange: Free (members only) Exchange coin: Free Special cash order: \$10 plus GST (members only) GBP & Euro cheques: \$30
<b>Ordering foreign currency</b>	Cost varies  The price of foreign notes is set by an authorized third party and ranges in price, depending on several factors, such as the amount ordered and delivery times you select. Visit us in branch for a quote.
<b>Change of signer</b>	Per change, after the first one in any given year: \$25
<b>Online banking access for Commercial Banking accounts</b>	Monthly fee: \$25/month Hard token (new, lost of replacement): \$15
<b>Online banking access for Small Business Banking accounts</b>	Free
<b>Estate</b>	Administer and settle estate account: \$100 plus GST
<b>Letters</b>	Immigration, Reference, Access, etc.: \$30 plus GST
<b>Credit reference</b>	\$30/per request plus GST
<b>Non-member charges</b>	Coin machine usage: 10% Cashing cheque: \$5
<b>Photocopies</b>	\$0.50/item plus GST
<b>Utility bill trace service</b>	\$10 \$25 for items more than one year after the payment date

<b>Interac e-Transfer® trace service</b>	\$10
<b>Safety deposit box rental</b>	Annual fees (plus GST)
<b>(Note that GST will be added to these prices)</b>	1.5" x 4.5": \$66
	1.5" x 5": \$66
	2" x 5": \$90
	2.5" x 5": \$100
	3" x 5": \$110
	3.25" x 5": \$105
	3.75" x 5": \$105
	4" x 5": \$105
	5" x 5": \$140.25
	2.5" x 10": \$127.50
	3" x 10": \$142.50
	5" x 10": \$225
	10" x 10": \$375
<b>Safety deposit box key replacement</b>	\$20 plus GST
<b>Safety deposit box drill</b>	\$200 plus GST (additional expenses may apply for remote locations)
<b>Wires in CAD</b>	Incoming wire transfer: \$15
	Outgoing wire transfer: \$30
<b>Wires in USD</b>	Incoming wire transfer: \$15 USD
	Outgoing wire transfer: \$30 USD
<b>Wire transfer trace service</b>	\$30
<b>(missing originator info for incoming wire transfer, trace requests outgoing, recall of outgoing and amendments to outgoing)</b>	

# BUSINESS ACCOUNT AGREEMENT

## Part I – Terms and Conditions for Your Business Deposit Account

The following terms and conditions apply to the business deposit account(s) you open with us and should be read together with the other Disclosure Documentation (defined herein). The terms and conditions of this Account Contract (defined herein), along with the other Disclosure Documentation, tell you, the Depositor, everything you need to know about your Account, including your rights and duties as a Depositor. You should read it carefully and keep a copy of it for your records. We promise to provide you with your Account (and, if applicable, your Debit Card) and the services described in this document. In return, you promise to be responsible for your Account (and, if applicable, your Debit Card), to use it according to these terms and conditions (and any other terms and conditions that we may tell you about from time to time), and to pay us any fees or expenses that apply to the Account (and, if applicable, your Debit Card) as you use it. If your Account pays interest or includes a fee, you can find current interest rates and fees by visiting us online, contacting us by phone, or visiting us in-branch. By applying for and using the Account, you accept these terms and conditions and, in return for us agreeing to allow you to use the Account, you agree to the terms and conditions described in this document. If you have any questions, comments or concerns, we are available at any of our branches, by telephone or at our website (information available in Section 19 of this Account Contract (“Contact Us”)).

We operate under various divisional brands. Such brands do not impact your relationship with us, but you may have specific contact information, as set out in section 19 of this Agreement.

### 1. How You Can Use Your Account

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

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

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

## **2. Account Service Charges and Interest Rates**

### **2.1 Service Charges and Fees**

Certain charges and fees that apply to your Account and your Debit Card are set out in the Business Account & Service Fees Schedule. You acknowledge receiving a copy of the Business Account & Service Fees Schedule with the Account Contract. By using your Account, you agree to pay all applicable fees and service charges that apply to your Account. You can get a current copy of the Business Account & Service Fees Schedule by contacting us or through our Website.

You understand that we may from time to time increase or decrease the fees or service charges, or add new fees or service charges, that apply to the Account, including your Debit Card. If any of those fees or charges are changed or if we add new fees or charges, we will tell you about the change in accordance with Section 16.1 of this Account Agreement (“Changes to the Account Contract”) or as otherwise required by law.

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

### **2.2 Interest Rates**

If your Account pays interest, the applicable interest rate that applies to your Account will be set out in the Interest Rates Schedule in effect from time to time. You acknowledge receiving a copy of the Interest Rates Schedule that applies to your Account as part of the Account Contract and you understand that you can get a current copy of the Interest Rates Schedule on our Website or by calling us during regular business hours. If interest applies, you will earn interest on each day that the closing balance of your Account is positive. Such interest will be paid to your Account monthly on the day your Account Statement is generated. Interest will begin to accrue on the day that deposited funds are processed. If interest applies, you will earn interest on each day that the closing balance of your Account is positive. The way in which interest is calculated is disclosed in the Interest Rates Schedule.

## **3. Other Services**

- (a) After you set up your Account with us, other services that can be used with your Account may be offered to you. These other services will have their own terms and conditions which are separate from these terms and conditions but together all of the terms and conditions will apply to you and form part of the Account Contract.
- (b) We can offer and provide you with Account services if we choose to, but we don’t have to. Nothing in this Account Contract will force us to make any specific Account services available to you. Allowing you to access Account services does not mean that we are promising that any particular type of service is available or will be available at any time in the future

## **4. Liability**

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

- (b) **Joint and Several Liability:** If the Depositor is a partnership, the partners are jointly and severally liable to us for all Transactions on the Account and for all obligations, debts, and liabilities of the Depositor under this Account Contract. Each partner acknowledges and agrees that it is bound by all Transactions conducted by any person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. This joint and several liability continues even if the Depositor is dissolved or if any of the partners withdraws, retires, or dies.
- (c) If the Account is opened for, or on behalf of, an unincorporated association, whether the unincorporated association is the Depositor, as permitted by the laws of the province governing us, the Depositor and the Authorized Signatories are jointly and severally liable to us for all Transactions conducted on the Account and for all obligations, debts, and liabilities of the unincorporated association and/or the Depositor under this Account Contract. The Depositor and each Authorized Signatory acknowledges and agrees that they are bound by all Transactions conducted by any person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. This joint and several liability continues even if the Depositor is dissolved or any of the Authorized Signatories ceases to be authorized or otherwise withdraws from the unincorporated association, or retires, or dies.

## **5. Third Party Services**

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

- (a) we make Third Party services available to you for your convenience. The services are provided by the Third Party and not by us. Your relationship with the Third Party shall be a separate relationship, independent of the relationship between you and us and such a relationship is outside our control;
- (b) we make no representation or warranty to you with respect to any services provided by a Third Party even though those services may be accessed by you through our Website, Website Portal or other electronic means;
- (c) you assume all risks associated with accessing or using any Third Party services;
- (d) we have no responsibility or liability to you in respect of any Third Party services;
- (e) any dispute that relates to Third Party services is strictly between you and the Third Party and you will raise no defense or claim against us; and
- (f) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* may apply to Third Party services and such Third Parties may from time to time adopt policies and procedures to address the reporting, record-keeping, and client identification requirements of that legislation.

## **6. Verification and Acceptance of Transactions by Us**

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

## **7. Authorized Signatories and Users**

- (a) Unless the Depositor is a sole proprietor, you will provide us with
  - (i) a certified true copy of the Authorizing Resolution in respect of the Depositor; and

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

## **8. Endorsement Stamp**

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

## **9. Certified Facsimile Signatures**

You may, from time to time, provide us with the Certified Facsimile Signatures of the Depositor, Authorized Users, and/or Authorized Signatories, as applicable. We shall be entitled to treat and rely upon each Certified Facsimile Signature on an Instrument that is or appears to be authentic as the original and genuine signature of the Depositor, Authorized Users, and/or Authorized Signatories. You agree to maintain appropriate security over all signature stamps, other devices, and computer programs used to apply or generate Facsimile Signatures on Cheques.

## **10. Account Information**

You confirm that to the best of your knowledge, the information provided on the Business Deposit Account Application is complete and accurate. You agree to provide (and will also ensure that each Authorized Signatory or Authorized User, as applicable, agrees to provide) true, accurate, current, and complete information about yourself and the Account to us when we ask you to and/or as required under the Account Contract and to tell us as soon as possible if there are any changes to your information.

## **11. No Obligation**

Nothing in these terms and conditions will oblige us to:

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

## **12. Depositors Instructions**

### **12.1 Cheques**

Even though we will verify all Transactions, you understand and agree that we are not required to examine or determine whether an endorsement or signature on a Cheque is valid or legally acceptable. (Just to be clear, an endorsement is a signature that gives permission to transfer a Cheque between two parties, such as from you to someone else). You release us (set us free) from all claims by you or anyone else where there is any issue about the validity of an endorsement or signature on a Cheque. You also agree that if more than one endorsement or signature is needed on a Cheque (for example, if

more than one Authorized Signatory is required and all of them have to sign the Cheque) then, in that case, any arrangements about that are between the different accountholders and it does not matter whether or not you tell us about those arrangements, including in the form described in Section 7 (“Authorized Signatories and Users”).

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

- (a) drawn to your order and on your behalf, provided you or one of the Authorized Signatories and/or Authorized Users signed them on behalf of the Depositor,
- (b) payable to cash or bearer,
- (c) payable to the order and negotiated by you or on your behalf,
- (d) cashed or tendered to pay your obligations or one or more of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Depositor, or
- (e) deposited to your credit or one of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Depositor,
- (f) and even if the Cheques are deposited in person with us, or are deposited by ATM, by mail, by Night Deposit Service, or by any other method of deposit that we allow you to use.

## **12.2 Stop Payments**

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

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

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

## **12.3 Instructions**

We may act upon any written instructions or other information relating to your Account or dealings that is provided by mail or other delivery method we approve for use by you. We will act on any instructions that we think are from you, but we may refuse any instructions if we think they are improper, unlawful, or fraudulent, or if there is a mistake. You understand that we may act on any written instructions or other information relating to your Account that are provided by ordinary mail or other delivery method that we approve for use by you.

If you choose to send instructions or notice to us through ordinary mail, it must be sent to the branch of the Account unless we agree that it can be sent somewhere else. If we receive instructions or other information by mail or another delivery method, it will be considered to have been received only if it is brought to the attention of the person at the branch of the Account to whom it is addressed. Instructions or information that are not addressed to anyone in particular will be considered addressed to the manager.

## 12.4 Foreign Currency Transactions

We may allow Transactions in a currency that is different from that of your Account. If you use the Account for Transactions that are in a different currency, we will convert those non-Canadian currency Transactions (whether they are purchases, withdrawals, or refunds) to Canadian dollars. For these types of Transactions, we will act as principal with you in converting the currency at currency conversion (exchange) rates we determine on the processing date, which may differ from the date you made the Transaction. The currency exchange rate that we use to convert the non-Canadian Transaction amounts to Canadian dollars changes regularly to reflect the foreign exchange market. This rate is available each business day on our Website or by calling us during regular business hours. You can find our contact information at Section 19 of this Account Contract (“Contact Us”). The exchange rate we use is based on the rate we are able to get for the foreign currency, plus a margin. The margin is the difference between the exchange rate we are able to get for the foreign currency and the exchange rate we use to convert the Transaction amount into Canadian dollars. In addition to the margin, we also charge a foreign currency conversion fee, as set out in our Business Account & Service Fees Schedule and Interest Rates Schedule. You agree that foreign currency Cheques deposited to your Account and returned to us unpaid for any reason will be converted to the Account currency based on a foreign currency exchange sell rate we determine on the processing date, and the converted amount will be charged back to the Account. We are not responsible for any losses you may suffer as a result of changes in foreign currency exchange rates or the unavailability of funds due to foreign currency restrictions. You agree that any claims we may have against you, and any service fee or other charges related to your Account, can be deducted from your Account in the same currency as your Account.

## 12.5 Bill Payments

You acknowledge and agree that:

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

## 12.6 Lost or Destroyed Cheque

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

## **13. Credits to the Account**

### **13.1 Deposits**

We may, if we choose to:

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

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

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

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

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

### **13.2 Depositors Acknowledgement**

You acknowledge that:

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

#### Understanding Hold Periods

When you deposit a Cheque into your deposit account at a branch or through an ATM or our mobile app, we may place a hold on these funds until the Cheque is cleared at the financial institution on which it's drawn. This means you may not have access to these funds right away. Whether or not the funds are held is influenced by your relationship with our Financial Institution, the funds already in your account, and the amount and characteristics of the Cheque being deposited. If the funds are held, the Cheque could still be returned as invalid or otherwise after the hold period has expired. If a Cheque is returned unpaid for any reason at any time, either during or after the expiry of the hold period, we have the right to charge the amount of the cheque to your account.

There are situations when we may hold funds for longer than our maximum cheque hold periods, which are outlined below.

### Length of Hold Periods

The length the funds are held is influenced by your relationship with us, the funds already in your account, currency of the Cheque and the amount and characteristics of the Cheque being deposited. If the Cheque you deposit is encoded with magnetic ink character recognition, and is not damaged in any way, the maximum hold periods you can expect are as follows:

For a CDN\$ Cheque drawn on a financial institution's branch located in Canada, the normal length of time we will hold funds is four business days after the day of deposit. The maximum hold periods are as follows:

<b>\$CDN Cheque Amount</b>	<b>Way You Deposit</b>	<b>Maximum Hold Period</b>
\$1,500 or less	In branch	4 business days after day of deposit
\$1,500 or less	By ATM in Canada or any other way	5 business days after day of deposit
Greater than \$1,500	In branch	7 business days after day of deposit
Greater than \$1,500	By ATM in Canada or any other way	8 business days after day of deposit

For a USD \$ Cheque drawn on a financial institution's branch located in Canada or the US, the maximum hold period is 30 business days. We only accept Canadian and US dollar cheques for regular clearing. Cheques in any other currency drawn on a financial institution located outside of Canada or the US will not be credited to you until the funds are received from the foreign bank. This can take a minimum of 30 days.

### Reasons we may hold the funds beyond the maximum period

We may extend the maximum hold periods in some circumstances, including (but not limited to) where:

- (a) The Financial Institution has reasonable grounds to believe that the deposit is being made for illegal or fraudulent purposes in relation to an account
- (b) An account has been open for less than 90 days
- (c) The Instrument:
  - (i) Is not encoded with magnetic ink character recognition or is not readable by operational systems (for example, if damaged or mutilated)
  - (ii) Has been endorsed more than once
  - (iii) Is deposited six months or more after the date of the cheque
  - (iv) Isn't issued in Canadian dollars
  - (v) Is issued from an account at a bank branch outside of Canada

Maximum cheque hold periods may be extended for Eligible Enterprise businesses if they have:

- (a) A negative change in their credit score
- (b) An increase in their overdraft balance that isn't being reduced by deposits received
- (c) An unexplained change in the history of cheques being deposited to the account
- (d) High numbers of cheques returned due to dishonoured cheques
- (e) A notice of bankruptcy or creditor action against the business

The hold period under these circumstances is estimated to be 30 business days and could be longer

for non-CDN\$ Cheques drawn on a financial institution located outside of Canada.

You understand that you can get a current copy of our Cheque Hold Policy on our Website, by visiting us in one of our branches, or by calling us during regular business hours. You can find our contact information at Section 19 of this Account Contract (“Contact Us”).

### 13.3 ID Requirements for Cashing Government Cheques

We cash federal government Cheques up to \$1,750 for non-members for free. You will have immediate access to the funds subject to the following conditions and to any other legally permissible ground that permits us to refuse to cash a federal government cheque.

In order to cash your Government of Canada cheque, you must present:

1. Two valid pieces of identification from a reliable source.  
One document must include your **name and address**, the other document must include your **name and date of birth**, or
2. One piece of identification that is issued by the Government of Canada or the government of a province and that bears your signature and photograph, or
3. Any document from a reliable source that includes your **name and date of birth**, and arrange for your identity to be confirmed by:
  - A member of the Financial Institution in good standing
  - A person of good standing in the community where the point of service or branch is located.

You must provide original identification; photocopies will not be accepted.

If we refuse to cash a government cheque, we will provide you with a letter that we have refused to cash the cheque. The letter will detail the Financial Institution’s complaints procedure, as well as contact information for our external complaints body.

**Note:** Any documents required to be presented must be original, valid and not substantially defaced.

### 13.4 Returned Items

You will be liable:

- (a) without presentation, protest, or notice of dishonour to any parties, for the nonacceptance or nonpayment of any Cheque you delivered to us for deposit, discount, collection, or otherwise; and
- (b) to us as if proper notice of dishonour, protest, and presentment had been made or given; and we may:
  - (i) charge such items, when dishonoured, to the Account in accordance with this section; and
  - (ii) note or protest any item should we consider it advisable to do so, but we will not be responsible for failure to note or protest any such item.

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

- (c) is not paid on presentation,
- (d) we have paid and are then called upon to refund,
- (e) may be dishonoured by nonacceptance or nonpayment,
- (f) is drawn on the account of a party that is bankrupt or insolvent, the proceeds of which, through no fault of ours, have been lost, stolen, or destroyed, or

- (g) has been cashed, negotiated, or credited to the Account, but the proceeds of which, for any reason, we are unable to collect or withdraw, has not been found good, or is found to be forged, fraudulent, counterfeit, or unauthorized, regardless of whether or not the Cheque has cleared.

### **13.5 Overdrafts: Protection for “Just in Case” Moments**

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

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

This could happen because:

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

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

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

### **13.6 Electronic Balance Alerts**

Account alerts are an easy way to stay on top of your Account activity. They're free and easy to set up, you can select the notifications that are most important to you, and you can opt out at any time!

Get an email, text, or both, when important activity happens on your Account. For instance:

- Every time you log in,
- When your password has been changed,

- When your Account balance falls below an amount you've set,
- and more!

You may set up or change your alert preferences by logging into digital banking (online banking or the mobile application) and updating alert options under the manage alerts section. Due to their nature, alerts may be intercepted, reviewed or altered by others with access to your account or device(s). We will not be liable for any losses arising out of your use of or inability to use the alerts, or if alerts are delayed or not delivered due to factors beyond our reasonable control except as may be required by applicable law.

Your Available Balance means the amount of funds in your Account less Funds on hold. This is the amount of money in your Account that is available for immediate use, and includes any overdraft amounts (if applicable).

## **14.0 Your Responsibility for Account and Debit Card Security**

### **14.1 Security of your Passwords and PIN**

You are responsible for the care and control of your Debit Card and Passwords (including your PIN). You are also responsible for the care and control of any Access Terminal that you use to access Mobile Banking or our Website Portal, including any computer, mobile device or tablet. You must. And must ensure that the Authorized Signatories and/or Authorized Users, keep your Debit Card and Passwords (including your PIN) confidential and take every reasonable precaution to maintain them safely.

This includes:

- Keeping possession of your Debit Card;
- Keeping your Passwords (including your PIN) separate from your Debit Card . If you must write down any Password (including your PIN) you will not record it on, or in proximity to, your Debit Card;
- Avoiding Password combinations or the creation of Passwords (including a PIN) that may be easily determined by others such as your name, birthday, phone number, address, Social Insurance Number;
- Not disclosing your Passwords (including your PIN) voluntarily to anyone else at any time, including to a family member, friend, financial institution employee or law enforcement agency;
- Taking all reasonable precautions to ensure that no one finds out your Passwords (including your PIN) while keying it in or logging into Online Banking or our Website Portal.

### **14.2 Lost or Stolen Debit Card, PIN or Password:**

You will notify us immediately if:

- Your Debit Card is lost or stolen, or you suspect it is lost or stolen, or someone has used it other than yourself.
- Your Password (including your PIN) or Card number have become or you suspect have become known to someone else.
- A computer, mobile device, tablet or other device that you use to access Online Banking or our Website Portal is, or you suspect is, lost or stolen, or has been compromised or misused.
- You suspect or become aware of any unauthorized activity, fraud, failure, misuse, malfunction, or error related to your Debit Card, PIN, Credentials or Online Banking or our Website Portal.

You may notify us by visiting the nearest branch or calling us at one of the telephone numbers provided in Section 19. You will not be liable for any Account losses resulting from the loss or theft of your Debit

Card or misuse of your Password (including your PIN) that occur after the time you tell us about the loss, theft or misuse, and once we confirm that you are a victim of loss, theft or misuse.

### **14.3 Your Liability for Transactions**

You are liable for the full amount of all transactions on your Account, authorized by you. You authorize transactions by:

- (a) Using your Debit Card or Passwords (including your PIN) to access Online Banking or our Website Portal;
- (b) Providing your Debit Card, Card expiry date and/or CVV2 to a merchant or other third party to complete a Card Not Present Transaction;
- (c) Using your Debit Card for an Interac Flash transaction at a participating merchant; or
- (d) Authorizing anyone else to do a), b) or c) above.

You are also liable if:

- (a) You make any entry error or worthless or fraudulent deposit through Online Banking or our Website Portal;
- (b) You fail to notify us as soon as you suspect or become aware that any of your Passwords (including your PIN) may have become known to someone else or your Debit Card or any of your Passwords (including your PIN) have been lost, stolen or misused;
- (c) You voluntarily allow another person to use any of your Access Terminals; or
- (d) You fail to notify us as soon as you suspect or become aware that your Access Terminals that you use to access Online Banking or our Website Portal has been lost, stolen or misused.

### **14.4 Fraud Prevention and Detection**

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

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

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

### **14.5 How to Deal with Unauthorized Transactions and Fraudulent Account Activity**

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

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

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

We will respond to reports of a problem or unauthorized Transaction in a reasonable period of time, and we will tell you what we will pay, if anything, for any loss you suffer. Reimbursement will be made for losses from a problem or unauthorized Transaction as long as you comply with these terms and conditions. If you are still not happy with our response, you can contact the Ombudsman for Banking Services and Investments or the Financial Consumer Agency of Canada as set out in Part III (“Resolving Your Complaints”) of these terms and conditions.

#### **14.6 What We Are NOT Responsible For**

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

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

We will also not be responsible for:

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

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

## **14.7 Our Responsibility for Mistakes**

If we make a mistake or we fail to record or process any Transaction, we will only be responsible for up to a maximum of the amount of the mistake, but only if the mistake happens because of something that we are responsible for doing under these terms and conditions and if you meet the following conditions:

- (a) you did not cause or contribute to the mistake or our failure in any way,
- (b) you have complied with the Account Contract, and
- (c) you told us in writing about the mistake or our failure within the time required under these terms and conditions.

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

## **14.8 Indemnity (Your Responsibility to Reimburse us)**

You, your heirs, and your estate representatives indemnify and save harmless us and each of our directors, officers, custodians, agents, and employees from and against all liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) that may at any time be incurred by any of us, or be brought against us by any person, regulatory authority, or government authority, and that may in any way arise out of or be connected in any way with this Agreement. If we are entitled to and make any claim under this indemnity, we may pay the claim from your account. If there are not sufficient funds in your Account, you agree to personally pay the amount of the claim and we may apply monies held for you in any other account with us or any affiliate, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce such claim.

## **15. Account Records**

### **15.1 Account Statements**

We will provide you with an Account Statement electronically or by regular mail, in the manner you have selected in the Business Deposit Account Application. You agree to tell us right away of any change to your address or your Account Statement delivery preferences.

### **15.2 Checking your Account Statements**

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

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

- (a) You agree that our records are conclusive evidence of your Account Transactions for all purposes, including if we go to court and for any other matter relating to the Account Statement;
- (b) You agree that our records are correct, complete, authorized; and

- (c) You may not claim for any purpose that any entry on the Account Statement is incorrect and will have no claim against us to get your money back for any Account entry, even if the Account entry is unauthorized or fraudulent or is based upon a Cheque or instruction that is forged, unauthorized, or fraudulent.

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

### **15.3 Pre-Authorized Debit (PAD) Reimbursement**

Separately from the rules about how to fix mistakes regarding Account Transactions that are set out in section 15.2 (“Checking Your Account Statements”), the Payments Canada Rules have their own process for dealing with PADs. If you have given permission for money to be taken out of your Account by way of a PAD, you acknowledge that the Payments Canada Rules allow specific time periods during which claims for PAD reimbursement can be made. Claims have to be made to us in writing within the specific time periods and must follow the Payments Canada Rules, as the rules may change from time to time. We will not be responsible for any loss you suffer because you did not follow the Payments Canada Rules.

### **15.4 Records and Cheque Imaging**

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

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

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

## Part II – General Terms and Conditions

### 16. Operation of the Account

#### 16.1 Changes to the Account Contract

The Financial Institution may propose to change, either permanently or temporarily, any term of this Account Contract (including fees, charges or other amounts required to be paid by you under this Agreement) or replace this Account Contract with another agreement, at any time. You understand that you may refuse the change by terminating this Account Contract and closing your account by notifying the Financial Institution within 30 days of the effective date of the change. If you close your Account, you understand that you must pay the Financial Institution any fees, charges, or interest that you owe at the time you close your Account. If You do not cancel your Agreement, it means that you accept the changes.

The Financial Institution will notify you of changes to the terms of this Agreement by any method allowed by applicable law including (method may depend on the type of change being made):

- (a) placing a notice on your statement;
- (b) sending you a notice (written or electronic);
- (c) posting a notice in the Financial Institution’s branches;
- (d) displaying a notice at or near the Financial Institution’s ATMs; or
- (e) posting notice on the Financial Institution’s website.

We will send any written notice to the most recent mailing address shown in our records and consider that you have received the communication as follows:

- (a) Within five business days after post-mark if sent by ordinary first class mail.
- (b) When delivered, if delivered by hand.
- (c) Once the electronic communication enters the information system designated by the Financial Institution for receiving notices.
- (d) If mail service is disrupted, We will tell You where to pick up Your notice or statement. Your notice or statement will be considered to be delivered to You on the day it is available for pick up, whether or not You do so.

When we give notice (including statements) or communicate with one of the Depositors, the Financial Institution will assume that we are giving notice and communicating to all of the Depositors. All communications, notices (including statements) and disclosures will be effective and binding on all of the Depositors when they are provided to one of them.

You understand that you can obtain a copy of the current Agreement at any of the Financial Institution’s branches or, by contacting us at the information provided at Section 19 of this Account Agreement (“Contact Us”).

#### 16.2 Termination of Agreement

You may terminate this Account Contract at any time by visiting a Financial Institution branch.

##### Cancellation within 14 days of opening:

You may choose to close your Account within 14 business days after the day on which the Account is opened by notifying us of your intention to close the account. You must remove all funds from your account within the same period. We will close your Account without charge, except for fees

associated with the use of your Account; for example, any fees related to services you requested or expenses that we have reasonably incurred in providing you with the account.

After the 14-day period:

You may choose to close your Account more than 14 business days after the day on which the Account is opening. You must:

- (a) pay the fees associated with the use of your account and Debit Card; and
- (b) any fees we may have incurred.

### **16.3 Freezing, Suspending, or Restricting Your Account**

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

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

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

- (i) you stop being a Member,
- (ii) we close or suspend your Account and end this Account Contract,
- (iii) we stop you from using any Debit Card or accessing your Account, or
- (iv) we ask you to.

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

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

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

#### **16.4 Abandoned Account**

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

#### **16.5 Notices**

If you have to let us know about anything or you need to give us notice, you have to give us notice in writing by sending it to us at the address provided in the Account Contract. If we send you a notice about the Account Contract or for any other reason, unless we are required by law to provide notice to you in a specific way, we may give you written notice by notifying you using your Notice Contact Information, or, if the notice does not include confidential financial information then we could also provide you notice by posting the notice at our branch location or on our Website, or in any other way that we think is appropriate to bring the notice to your attention.

#### **16.6 Providing us with more Information when we ask you**

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

#### **16.7 Demands from other people**

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

#### **16.8 Legal Representatives**

You can appoint one or more legal representatives to act for you with respect to the Account (for example, if you have a power of attorney or your estate representative, if you die). If you appoint someone, we will only accept instructions from that person if they demonstrate to our satisfaction that they have legal authority to act for you such as, by providing us with a court order to prove they have authority. You agree that your legal representative will have access to your Account history and all Transaction details for the Account.

## **16.9 The Law that Applies**

This Account Contract is made under the laws of the Governing Jurisdiction and the federal laws of Canada that apply in that Governing Jurisdiction. This means that if we ever disagree about anything in this Account Contract or the Account and we have to go to court, it will be a court in the Governing Jurisdiction and the court will follow the law of the Governing Jurisdiction and not any rules of private international law or the conflict of laws which would lead to the application of any other laws.

## **16.10 Who the Account Contract Applies to**

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

## **16.11 Invalid or Illegal Sections**

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

## **16.12 Forms**

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

## **16.13 Not Giving Up Our Rights**

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

## **16.14 Privacy**

Tru Cooperative Bank is committed to the protection of your privacy while providing a high standard of customer service. This commitment to privacy includes treating you fairly and with respect and complying with the principles set out in the Tru Cooperative Bank Privacy Policy.

You acknowledge that we have policies to protect your privacy and that you may obtain those policies upon request or at [www.trucooperativebank.ca/privacy-security](http://www.trucooperativebank.ca/privacy-security). You hereby consent to use of your personal information by us and our affiliates to monitor use of financial services, to detect fraud, develop needed products and services, and offer members needed services. However, if you have given or hereafter give express consent to the collection, use and further disclosure of your Personal Information by us in a form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. You may withdraw your consent at any time by contacting our Privacy Officer at [privacyofficer@trucooperativebank.ca](mailto:privacyofficer@trucooperativebank.ca).

## 17. CDIC Coverage

The Financial Institution is a member of the CDIC. Deposits made with the Financial Institution are eligible for CDIC protection up to \$100,000, per insured category, per Depositor, and provided such deposits are payable in Canada, as outlined in the CDIC “Protecting Your Deposits” document. To learn more, visit the CDIC’s website at [www.cdic.ca](http://www.cdic.ca) or contact them directly at [info@cdic.ca](mailto:info@cdic.ca) or 1-800-461-2342.

## 18. Voluntary Codes of Conduct

Voluntary codes of conduct and public commitments are designed to protect the interests of our members and the public. A copy of the voluntary codes of conduct and public commitments we’ve adopted are available upon request or at [www.trucooperativebank.ca/legal](http://www.trucooperativebank.ca/legal).

## 19. Contact Us

To obtain information about your Account, you can contact us at a method that’s most convenient to you:

By phone or email:

- Envision Financial: 1-888-597-6083 | [contact@envisionfinancial.ca](mailto:contact@envisionfinancial.ca)
- Island Savings: 1-888-597-1083 | [contact@islandsavings.ca](mailto:contact@islandsavings.ca)
- Valley First/Enderby & District Financial: 1-888-597-8083 | [contact@valleyfirst.com](mailto:contact@valleyfirst.com)

In person or by mail: Find a branch near you by visiting

- Envision Financial: [www.trucooperativebank.ca/envision-financial/help-support/find-a-branch-atm](http://www.trucooperativebank.ca/envision-financial/help-support/find-a-branch-atm)
- Island Savings: [www.trucooperativebank.ca/island-savings/help-support/find-a-branch-atm](http://www.trucooperativebank.ca/island-savings/help-support/find-a-branch-atm)
- Valley First/Enderby & District Financial: [www.trucooperativebank.ca/valley-first/help-support/find-a-branch-atm](http://www.trucooperativebank.ca/valley-first/help-support/find-a-branch-atm)

To reach Enderby & District Financial, visit [www.trucooperativebank.ca/valley-first/help-support](http://www.trucooperativebank.ca/valley-first/help-support) or call 1-888-597-8083. As you navigate through our website, you will notice you may be on a Valley First web page. As divisions of Tru Cooperative Bank, Enderby & District Financial and Valley First utilize the same platform. While certain products and services may only be featured on the Valley First web page, they are extended to both brands. This means that even if you access these offering through the Valley First web page, they are accessible and applicable to Enderby & District.

## Part III – Resolving Your Complaints

If you wish to make a complaint, we’re here to help. You can review our Complaint Handling Procedures online at [www.trucooperativebank.ca/help-support/resolving-your-complaint](http://www.trucooperativebank.ca/help-support/resolving-your-complaint) or request a printed brochure at any of our branch locations.

## Part IV– Definitions

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

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

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

**“Account Contract”** means this document, which is the agreement between you and us containing the terms and conditions relating to your Account, and includes the Business Deposit Account Application, and Disclosure Documentation, any other consent or other form you give us with the Business Deposit Account Application, the Business Account & Service Fees Schedule, the Business Debit Card Agreement, the Interest Rates Schedule, and any other agreements between us that set out the rules that apply to the Account, including, but not limited to, the Direct Services Agreement (if applicable) and any other services that we provide to you related to the Account.

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

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

**“Authorized Signatory”** means a person identified as an Authorized Signatory in your Authorizing Resolution.

**“Authorized User”** means a person named as an Authorized User in the Certificate of Authorized Signers with the powers listed in your Authorizing Resolution.

**“Authorizing Resolution”** means the Corporation Resolution Directing Account Operations that you provide to us with your Business Deposit Account Application.

**“Business Account & Service Fees Schedule”** means the schedule setting out the service charges and fees, that are applicable to deposit accounts and other services we offer.

**“Card Not Present Transaction”** means a Transaction involving the purchase of goods and/or services where you are not present at the merchant location (i.e. online or by telephone or mail).

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

**“Cheque”** means, among other things, a cheque or other bill of exchange, promissory note, draft, money order, order for payment, bill payment remittance, bankers’ acceptance, coupon, electronic debit or credit, or other payment instrument, whether negotiable or non-negotiable.

**“Debit Card”** means a card we issue that allows the holder of the card access the Account using an ATM, or to make Transactions.

**“Depositor”, “you”, or “your”** means the Member and where the context applies, includes each entity signing the Account Contract, all individuals authorized to conduct a Transaction or provide instructions on behalf of the Member (including an Authorized Signatory), or who may pursuant to this Account Contract otherwise access the Accounts and Services of the Member.

**“Direct Services”** means the services described in the Direct Services Agreement that we offer from time to time and that let you access the Account using an Access Terminal. However, Direct Services do not include card services, like services for Debit Cards, including those provided by a Third Party.

**“Disclosure Documentation”** means this Business Account Agreement and related disclosure documentation we provide to you, including the Business Account & Service Fees Schedule, the Interest Rates Schedule and any amended disclosure documentation for your account from time to time.

**“Eligible Enterprise”** means a business with authorized credit of less than \$1 million, fewer than 500 employees, and annual revenues of less than \$50 million.

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

**“Financial Institution”, “we”, “us”, or “our”** means the financial institution named in the Business Deposit Account Application that holds your GIC. The “Tru Cooperative” brand also operates under Tru Cooperative Bank, Envision Financial, Island Savings, Enderby & District Financial, and Valley First brands, as well as any other brands that we may add from time to time.

**“Governing Jurisdiction”** means the Province in which the Account is located.

**“Interest Rates Schedule”** means the schedule disclosing our interest rates, in effect from time to time, and information regarding calculation of interest (if the Account pays you interest).

**“Member”** means the person who becomes a member of the Financial Institution under any of our Business Membership Applications.

**“Notice Contact Information”** means the postal address, email address, fax number, telephone number, or other contact information you give us and that we use to give you written notice under this Account Contract, except if you have opted to receive notices and other communications electronically, in which case, the designated information system set out in the Communication Preferences section of your Business Membership Application will apply.

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

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

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

**“Password”** means a PIN, password, personal access code, passcode lock personal identification word or biometric information used to access the Account by any means including to conduct a Transaction or through any Access Terminal.

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

**“PIN”** means personal identification number.

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

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

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

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

**“Trade Name”** means the trade name(s), if any, set out in the Business Deposit Account Application.

**“Transaction”** means any transaction on your Account using your Debit Card, Debit Card Details or Credit Card including all types of Point of Sale Transactions, ATM transactions, Card Not Present Transactions or transactions you make by giving us instructions).

**“Unauthorized Overdraft Rate”** means the annual interest rate set out in the Business Account & Service Fees Schedule and the Interest Rates Schedule from time to time, regardless of compounding frequency.

**“USD”** means United States dollars.

**“Website”** means any website operated by us.

**“Website Portal”** means any website operated by us through which you sign into Online Banking.

# BUSINESS DEBIT CARD AGREEMENT

If you receive a Debit Card from the Financial Institution in connection with your Account, the following terms and conditions apply to the use of the Debit Card. You agree to the conditions of the Business Debit Card Agreement.

## Terms and Conditions

### 1. **Definitions You Need to Know**

Please refer to “Part IV – Definitions” in the Business Deposit Account Agreement above. When we use defined terms in the Business Debit Card Agreement, they will be capitalized. We have also included section headings to help you along the way. The headings are not part of the terms and conditions and do not impact what the terms are, how they apply, or what they mean. They just make this document easier to read and make finding the rules that apply to a topic easier for you to find.

### 2. **Purpose of the Debit Card**

You will use the Debit Card only for the purpose of obtaining services as agreed upon between you and us. On thirty (30) days written notice, we may add or remove the uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This Business Debit Card Agreement, and the fact that you have the use of the Debit Card, does not give you any credit privileges or any entitlement to overdraw your Account, except as provided by separate agreement with us.

### 3. **Confidentiality and Personal Identification Number (PIN)**

Your PIN is a secret and confidential personal identification number that enables your Debit Card to access your Account. You understand that we have only disclosed the initial PIN to you and to no one else. You will not select an obvious combination of digits for your new PIN (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number) and will protect and maintain the confidentiality of your PIN at all times. You will never, under any circumstances, disclose the PIN to any other person. You will not use your PIN as your telephone or online access code. You will not keep a written record of the PIN, unless the written record is not carried next to the Debit Card and is in a form indecipherable to others. You will always screen the entry of the PIN with your hand or body.

### 4. **Contactless Debit Payments**

You acknowledge that your Debit Card may include contactless payment functionality. This contactless payment service allows you to perform a Transaction using your Debit Card without entering your PIN. You understand that this service is optional and if you do not wish to have this functionality enabled on your Debit Card, you can contact us and request to have the functionality disabled.

### 5. **Liability for Losses**

Once you have requested and first used the Debit Card, except as expressly provided in this Business Debit Card Agreement, you will be liable for all authorized and unauthorized uses of the Debit Card by any person up to your established withdrawal limit (including funds accessible through a line of credit or overdraft privilege), prior to the expiry or cancellation of the Debit Card. However, in the event of alteration of your Account balance due to technical problems, card issuer errors, and system malfunctions, you will be liable only to the extent of any benefit you have received and will be entitled to recover from us any direct

losses you may have suffered. You acknowledge that you will co-operate with us in any investigation. You will not be held responsible for losses that occur due to circumstances beyond your control, such as:

- a) technical problems, our errors, and other system malfunctions;
- b) unauthorized use of the Debit Card where we are responsible for preventing such use after:
  - i) you have reported the Debit Card lost or stolen;
  - ii) the Debit Card is cancelled or expired; or
  - iii) you have reported that the PIN may be known to someone other than yourself; or
- c) unauthorized use, where you have unintentionally contributed to such use, provided you co-operate in any subsequent investigation.

In all other cases, where you have contributed to unauthorized use, you will be liable for the resulting loss. **We will not be liable to you for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a Point-of-Sale Transaction or Transaction.** You understand that you must not use your Debit Card, for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in your jurisdiction.

## **6. Lost or Stolen Card or Compromised PIN**

If you become aware that the Debit Card is lost or stolen, or that the PIN has been made accessible to another person, you will notify us or our agent immediately, whereupon the Debit Card will be cancelled, or the PIN will be changed. The instant such notice is received or when we are satisfied that you became the victim of fraud, theft, or coercion by trickery, force, or intimidation, your liability for further use of the Debit Card will terminate, and you will be entitled to recover from us any further losses suffered by you by using the Debit Card.

## **7. Procedures for Addressing Unauthorized Transactions and other Transaction Problems**

In the event of a problem with a Debit Card transaction, or unauthorized Debit Card transaction, other than a matter related to goods or services provided by Merchants, you will report the issue promptly to us and we will investigate and respond to the issue on a timely basis. We will not unreasonably restrict you from the use of any funds subject to dispute, if it is reasonably evident that you did not contribute to the problem or unauthorized transaction. We will respond to your report of a problem or unauthorized transaction within ten (10) business days and will indicate what reimbursement, if any, will be made for any loss incurred by you. Reimbursement will be made for losses from a problem or unauthorized use in this time frame if it is evident that you did not contribute knowingly to the problem or unauthorized transaction and that you took reasonable steps to protect the confidentiality of your PIN or Passcode. An extension of the ten (10) day limit may be necessary if we require you to provide a written statement or affidavit to aid our investigation.

## **8. Dispute Resolution**

If you are not satisfied with our response under Section 7 (“Procedures for Addressing Unauthorized Transactions and other Transaction Problems”) above, we will provide you, upon request, with the reasons for our findings. If you are still not satisfied, we encourage you to follow the complaint process outlined on our Website and set out in more detail in your Account Contract. Any dispute related to goods or services supplied in a Point-of-Sale transaction is strictly between you and the Merchant, and you will raise no defense or claim against us.

## **9. Service Fees**

You acknowledge that you have been advised of, and will pay, the applicable service fees disclosed by us and in effect for services available under this Business Debit Card Agreement. New or amended fees will only become effective thirty (30) days after publication by us. You will pay the service charges of any other financial institution that are imposed as a result of any services available under this Business Debit Card Agreement that you may use.

## **10. Foreign Currency Transactions**

You acknowledge and understand that when you conduct transactions using the Debit Card in person in a foreign currency, your debit instruction may be processed through one or more international electronic networks that participate in the international payments system. The instruction we receive may ask us to pay a stipulated amount in USD, regardless of the original currency of your transaction. The transaction amount between us and you will be the amount of your transaction, plus fees charged by the owner of the automated teller machine or point-of-sale system, converted into USD (or another currency) by one or more Third Parties. Foreign currency conversions completed by Third Parties occur at rates that we do not set, and which may include revenue, commissions, or fees of those Third Parties. As a result, the cost of currency conversion may not be known to you or to us or precisely determinable in advance or until the amount of the transaction is charged to your Account. More than one currency conversion may be completed by Third Parties before your transaction is processed by us. The amount charged to your Account will be the USD value of the instruction received by us. If the transaction is conducted on an Account denominated in Canadian dollars, the amount charged to your Account will be the amount of the USD instruction received by us, converted to Canadian dollars at our sell rate for purchase of USD in effect at the time of the conversion. Currency conversions will be completed when and at rates in effect when the transaction is processed by us, which may not be the same rate in effect when you conduct the transaction or when it is completed. Any fees or markup charged by us in addition to the conversion rate and fees charged by Third Parties must be disclosed by us as per the Service Fees section of this Business Debit Card Agreement.

## **11. Evidence of Transactions**

A paper transaction record dispensed mechanically by using the Debit Card constitutes a record of your instructions. Whether such a transaction record is issued or not, it is your responsibility to verify that the transaction has been properly executed by checking your Account activity on a regular basis. In the absence of evidence to the contrary, our records are conclusive for all purposes, including litigation, in respect of any instructions given by you to us through the use of the Debit Card; the items deposited by you into an automated teller machine; the making of a withdrawal, deposit, or transfer through the use of the Debit Card; and any other matter or thing relating to the state of Accounts between you and us in respect of any electronic transaction.

## **12. Scope of Business Debit Card Agreement**

This Agreement replaces any prior agreement governing the use of the Debit Card and the PIN but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility, or the operation of any Account. This Agreement applies to any Account specified herein and, as well, to any other Account designated by you from time to time for use in connection with the Debit Card.

## **13. Termination of Business Debit Card Agreement**

The Debit Card is our property and is non-transferable. We may restrict the use of the Debit Card or may terminate this Business Debit Card Agreement and your right to use the Debit Card, at any time without notice. You will return the Debit Card to us immediately upon our request.

**14. Cardholder Privacy**

You acknowledge that we have policies to protect your privacy and that you may obtain those policies upon request. You hereby consent to use of your personal information by us and our affiliates to monitor use of financial services, to detect fraud, develop needed products and services, and offer members needed services. However, if you have given or hereafter give express consent to the collection, use, and further disclosure of your Personal Information by us in a form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. You may withdraw your consent at any time by contacting our Privacy Officer.

**15. Recurring Pre-Authorized Payment Transaction**

You acknowledge and understand that if you want to set up a Recurring Pre-Authorized Payment Transaction with a Merchant, you must make those arrangements directly with the Merchant. You are responsible for giving the Merchant all information necessary to conduct Recurring Pre-Authorized Payment Transactions including advising Merchants as soon as practicable whenever your Debit Card details change. You agree that if you have set up a Recurring Pre-Authorized Payment Transaction with a Merchant and your Debit Card number and/or expiry date changes, it is your responsibility to provide the Merchant with your updated Debit Card information. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained in this Business Debit Card Agreement, excepting only the liability of us for any direct losses suffered as a result of an alteration of your Account balance due to technical problems, card issuer errors, and system malfunctions, we are not liable if any Recurring Pre-Authorized Payment Transaction cannot be posted to your Account. If you want to stop any Recurring Pre-Authorized Payment Transaction, it is solely your responsibility to contact the Merchant to ensure it has been discontinued, and we are in no way liable for any Recurring Pre-Authorized Payment Transaction or losses suffered in connection therewith that has been posted to your Account in circumstances where either you have or the Merchant has failed to act in a timely manner, or at all, to discontinue such Recurring Pre-Authorized Payment Transaction.

**16. Amendments**

We may amend any term of this Business Debit Card Agreement at any time to change any of the provisions, including changing the applicable fees, or any other provision with or without notice or consent, unless prior notice or consent is required by law. If we provide you with notice or if we are required by law to provide you with notice, we will give you notice of the change: (i) electronically, if you have agreed to accept electronic delivery of any communications from us; or (ii) if you have not agreed to accept electronic delivery of any communications from us, we will give you notice of the change in accordance with applicable law. You will be considered to accept any changes made to this Agreement if you continue to use your Debit Card after the effective date of the change.