

TRU COOPERATIVE BANK
DIGITAL ASSISTANT TERMS AND CONDITIONS

1. General

Reference to “Tru Cooperative Bank” in these Digital Assistant Terms and Conditions (“Digital Assistant Terms”) means Tru Cooperative Bank, its divisions, subsidiaries and affiliates. The Digital Assistant Terms should be read in conjunction with our [website terms and conditions](#) and [Privacy & Security Code](#).

Your use of the Digital Assistant Services (“Digital Assistant”) indicates that you have read, understand, and agree to the Digital Assistant Terms and the other documents referenced in these Digital Assistant Terms. These Digital Assistant Terms set forth the terms and conditions that apply to your access and use of the Digital Assistant. You agree and understand that any other agreements that apply to any products and/or services that you may have with Tru Cooperative Bank will continue to apply when you use the Digital Assistant.

2. Digital Assistant

Digital Assistant is an AI powered service that is provided by a third-party vendor and integrated into our website in order to respond to certain informational questions you may have. Digital Assistant may assist users by answering general inquiries about Tru Cooperative Bank’s products and services, as well as certain frequently asked questions. The information provided by Digital Assistant is intended for informational purposes only and should not be considered as professional or legal advice, financial advice, or a financial plan. You acknowledge, understand and agree that:

- (a) Digital Assistant cannot be used or expected to be used in order to conduct banking transactions or services;
- (b) Digital Assistant has a limited capacity to answer questions and may not be able to provide you with the information you seek;
- (c) Responses from Digital Assistant are provided solely for informational purposes and are general in nature; and
- (d) You are responsible for determining if the response from Digital Assistant is applicable to you.

3. Terms of Use

By using Digital Assistant you acknowledge and agree to the following terms of use:

- (a) Tru Cooperative Bank may monitor and/or record your use of Digital Assistant, including without limitation your inputs, for its mutual protection and to enhance Digital Assistant and the quality of our member service and may share or disclose this information to third-parties, governmental and regulatory authorities in accordance with applicable laws and regulations;
- (b) You will not ask Digital Assistant questions that include characteristics which are personal to you, such as contact information, address, ethnicity, country of origin, colour or race, marital or family status, disability, and religion;
- (c) You will protect your login identification including passwords, PIN and all other personal and banking information (collectively, “Banking Information”) and will not input Banking Information when using Digital Assistant. If you input any Banking Information when using the Digital Assistant, you acknowledge and understand that such information may be compromised;
- (d) Digital Assistant may collect device-related information including IP addresses, mobile device identification numbers, and other device related information, such as the make and model of your device, its operating system, and the time and date of your use of Digital Assistant;

- (e) You will not submit, post, or publish any material that may be considered by Tru Cooperative Bank to be defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, indecent, or otherwise harmful to Tru Cooperative Bank or others. In such a case, or at Tru Cooperative Bank's discretion for any other reason, Tru Cooperative Bank may end Digital Assistant sessions at any time without prior notice and delete or restrict your access to Digital Assistant. Tru Cooperative Bank will not be responsible for any direct or indirect information that you may claim to suffer in such a circumstance;
- (f) You will not modify, duplicate or reverse-engineer any aspect of Digital Assistant;
- (g) You will not intentionally interfere with or disrupt the integrity or performance of Digital Assistant;
- (h) You will not access or interact with Digital Assistant using "bots," "spiders," or "crawlers" or attempt to gain unauthorized access to Digital Assistant in order to build a similar product or service or to build a product or service using the same or similar ideas, features, functions or graphics;
- (i) You will not misrepresent or mask the origin of any data, content, or other information you submit. For example, by "spoofing," "phishing," manipulating headers or other identifiers, or impersonating anyone else;
- (j) You will not use Digital Assistant in any matter that violates applicable laws, regulations, treaties, rules, codes, bylaws and/or standards;
- (k) You will not breach any duty toward, or rights of, any person including, without limitation, rights of publicity or privacy, or take actions that can otherwise result in consumer fraud, product liability, tort, breach of contract, injury, or damage or harm of any kind to any person;
- (l) You will not use Digital Assistant in a manner that infringes or violates the intellectual property rights or any other rights of others; and
- (m) ANY ATTEMPT TO DELIBERATELY DAMAGE TRU COOPERATIVE BANK'S WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE DIGITAL ASSISTANT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND TRU COOPERATIVE BANK RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

4. **Limitation of Liability and Disclaimer**

You acknowledge and agree that Tru Cooperative Bank will not be liable for any losses or damages that you may incur as a result of your use of Digital Assistant, including if Digital Assistant is unavailable for any reason. You agree that your use of or inability to use the Digital Assistant is at your own risk. Tru Cooperative Bank does not guarantee, represent, or warrant that your use of the Digital Assistant will be uninterrupted, timely, secure or error-free. You further understand and agree that Tru Cooperative Bank shall have no responsibility or liability whatsoever for any and all data and content, including Banking Information, provided by you while using the Digital Assistant.

5. **Indemnity**

You agree to indemnify, defend and hold harmless Tru Cooperative Bank from and against all third-party claims, damages, loss, liability, cost or expense, including reasonable legal fees to the extent arising as a result of your breach or non-compliance with these Digital Assistant Terms.

6. **Amendment**

You acknowledge and agree that Tru Cooperative Bank may amend, modify, change or replace these Digital Assistant Terms at any time. Any new or revised Digital Assistant Terms will be effective and binding when posted on our website. Continued use of Digital Assistant after Tru Cooperative Bank posts new or revised Digital Assistant Terms constitutes your agreement to and acceptance of the new or revised Digital Assistant Terms.

7. **Governing Law**

These Digital Assistant Terms will be deemed to have been made in and will be construed in accordance with the

laws of the Province of British Columbia, and the applicable laws of Canada. Any dispute relating to these Digital Assistant Terms must be resolved before the Courts of British Columbia sitting in the City of Vancouver. In the event there exists inconsistency or conflict between the provisions of these Digital Assistant Terms and the provisions of any other Tru Cooperative Bank Terms and Conditions or Agreements, the provisions of the existing Terms and Conditions and/or Agreements will govern.