

TERMS AND CONDITIONS FOR FINANCIAL SERVICES - PERSONAL

CREDIT UNION



1. **INTERPRETATION** – For the purposes of the Financial Services Agreement – Personal and the Personal Account Opening and Specimen Signature Agreement **and other account opening documents**, as the case may be, you and the Credit Union shall refer to the Credit Union. I, me, my and us refer to the Applicant(s). The singular shall be construed as meaning the plural and vice versa when the context so requires.
2. **THESE TERMS AND CONDITIONS** – I understand and agree that these Terms and Conditions will apply to each personal account opened for me at the Credit Union and that I should read and retain them. They replace all prior Terms and Conditions of Financial Services for personal accounts. I understand you may make changes to these Terms and Conditions from time to time. If I am a youth under the age of 12 or my parent or guardian may also sign on my account(s), I understand my parent or guardian will be provided with a copy of these Terms and Conditions.
3. **FAIR DEALINGS** - The Credit Union is committed to fair dealing and transparency in its customer relationships. It will provide relevant and meaningful information in an understandable manner so that I am able to make informed decisions regarding the products and services the Credit Union offers. To assist the Credit Union in meeting this commitment, I will identify my financial needs, provide information relevant to those needs and keep that information current at the Credit Union. To obtain further details about the Credit Union's Market Code, please contact the Credit Union.
4. **DEBITING MY ACCOUNT** – You may debit my account(s) for all cheques, bills of exchange, or other instruments and any authorized debit transactions, whether electronic, voice response, written or otherwise, and may carry out any of my instructions in connection with my account(s). You may charge and debit my account(s), **whether single or jointly owned**, for any debt I owe to you, whether it is a joint or sole liability. Should any instruments received by you for my account(s) be lost or stolen or otherwise disappear from any cause, other than your negligence, you may charge them to my account(s).
5. **OVERDRAFT PROTECTION** – If I wish Overdraft Protection I understand I must apply and be approved for it. Every account does not come with Overdraft Protection. If I have been approved for Overdraft Protection with my account, I can borrow up to the limit set by the Credit Union (the "Limit"). The Credit Union may change the Limit or terminate the Overdraft Protection at any time, at its sole discretion, on notice to me. Once terminated, Overdraft Protection is no longer available to me.

I can use the Overdraft Protection if there are not enough funds in my account(s) to cover a cheque I have written or a withdrawal I have made up to the Limit. I may access the Overdraft Protection by writing cheques or by any other debit transaction I initiate all of which shall be considered an advance or loan to me. All deposits or credits to my account or a linked deposit account to which the Overdraft Protection is attached will constitute a payment on the Overdraft Protection and for the purposes of The Personal Property Security Act shall constitute a debtor initiated payment.

I will pay the Credit Union interest on all amounts advanced up to the Limit from the date of the advance, as well after as before maturity, default or judgment at the rate of interest charged by you from time to time for Overdraft Protection and any Overdraft Protection charges established by the Credit Union from time to time. If not paid, the Credit Union may advance on the Overdraft Protection to pay such interest. I agree to pay the amount owing on the Overdraft Protection including interest Upon Demand by the Credit Union. If I default on payment, I agree to pay the charges applicable to Overdraft Protection.

If I overdraw the approved Overdraft Protection Limit or if there is no Overdraft Protection on my account I promise to pay upon your request any amounts that overdraw my account(s) ("an overdraft") which you in your absolute discretion may permit together with interest on such overdraft at the interest rate charged by you from time to time and any overdraft charges established by the Credit Union from time to time. You may transfer from any of my accounts including any joint account such funds as are necessary to pay any such overdraft.

The Overdraft Protection rate and any overdraft rate, if different, is posted at the Credit Union and identified in statements or publications made available to me. Interest accrues daily and is payable monthly.

Any Overdraft Protection is subject to the applicable lending policy on qualification and approval.
6. **ACCOUNT STATEMENTS** – You may send statements relating to the operation of my account(s) to me by mail with or without instruments at my address or make such statements available to me in electronic format. If I wish to receive my statements in electronic format only, I will indicate that to you. When I ask you to provide statements in electronic format only I understand I will no longer receive paper statements. Electronic statements will be available online for a limited time from the statement date. Should I require a permanent record I will print or save a copy of any statements I require. If I change my **address or any other contact information**, I will advise you in writing within 30 days. Should you not be able to contact me, for the purpose of communicating with me I consent and agree to you contacting any Alternate Contact I have provided. I will examine my statements and tell you of any errors, irregularities or forgeries. Unless such errors,
- irregularities or forgeries are brought to your attention in writing or through email if I have electronic access, I understand and agree that after the 30 days have expired, the statement and the balance shown on it are considered correct and that all payment and transactions are genuine and properly charged against my account(s). If I do not contact you within 30 days, I understand I will have no claim against you for reimbursement even if the instrument charged to my account was forged, unauthorized or fraudulent. Statements forwarded to me by mail are deemed received by me on the day after mailing. Statements provided electronically are deemed received by me on the last day of the month for which the statement applies. Where the account is joint you may send statements to one of us. You may utilize electronic imaging and retention in connection with my account transactions and need not provide me with original instruments.
7. **DEPOSITS** – I may make deposits to any of my accounts when you are open for business, through ATM, or electronically if available, and I have agreed to the terms of any required electronic access agreement. You may decide which of my accounts to credit any deposit to if I do not indicate the appropriate account. All deposits credited to my account(s) are subject to clearing and final payment. At your discretion you may place a hold on a deposit to determine if it will be honoured when presented for payment. Notwithstanding that a hold may have been placed on a deposit, if a cheque or other credit item is returned to you unpaid for any reason, you may charge the amount of the returned cheque or item, plus any interest which may have accrued and all expenses, fees and charges you may have incurred in attempting to collect the cheque or other item to my account(s).
8. **ASSIGNMENT OF ACCOUNT** – No assignment of any account other than to you is valid or binding upon you.
9. **CLOSING MY ACCOUNT** – You may close my account(s) without notice to me if I do not operate my account(s) or conduct my business at the Credit Union in a satisfactory manner, for example if I maintain an unauthorized overdrawn balance due to NSF cheques or outstanding service charges or I use the account(s) for illegal purposes. You may close my account(s) without reason by giving me at least 30 days' notice. You may apply any of my funds to any debt of mine to you.
10. **INACTIVE ACCOUNTS** - My account will be considered inactive if I do not complete a transaction or request or acknowledge a statement of account for a period of two years. If my account(s) becomes inactive, you may require me to visit the Credit Union and present acceptable proof of my identity and my address in order to reactivate my account(s). You may consolidate my inactive accounts as you see fit.
11. **ACCESSING MY ACCOUNT(S)** – I understand I may access my account within your branches, through designated automated machines (ATMs), Direct Payment terminals, via telephone or through internet banking. I acknowledge that the terms of any ATM or member card Agreement and any Electronic Access Agreement also apply when I access my account through automated machines or electronically. I acknowledge that you may require me to come to a branch to conduct a transaction and that you may refuse a deposit to an account or refuse to accept any item for deposit. You may require up to 30 days' notice, for me to withdraw monies from my accounts. Access to my account may be subject to daily or transaction limits as set by you. You may refuse to release funds in my account if you are required to do so by any legal authority or if in your opinion there is any unusual, improper or suspicious activity in the account or where there is a dispute as to entitlement to such funds. I understand I may appoint a power of attorney over my account, however, you may require additional verification to process a transaction.
12. **FEES** – You may charge your usual fees and charges for the operation of my account(s) and conducting transactions at the rates established by you from time to time and you may debit my account(s) from time to time for the amount of such fees and charges. I understand you will give 30 days' notice of any change in fees or charges.
13. **DISHONoured CHEQUES** – You may debit my account(s) for all dishonoured cheques or other items or transactions of any kind which may have been deposited to my account(s) and which are not paid on presentation. I agree to pay any service fees or charges in connection with a dishonored cheque. I waive presentment, protest and notice of the dishonour of each such document where there is an endorser other than me.
14. **STOP PAYMENTS** – If I ask you to "stop payment" on a cheque or other instrument whether in writing, orally or electronically, I understand you will use reasonable diligence to meet my request, however, you cannot guarantee the stop payment will be effective. If I ask you to stop payment I will provide you with as much information as possible to identify the cheque including my account number, the amount, date, payee and number of the cheque or instrument. I understand my instructions must be received in sufficient time for you to act on my instructions. If I ask you to stop payment on a cheque or other instrument, I agree to indemnify you and hold you harmless for all expenses, costs, damages and liability which may arise from the stop payment request, whether it is effective or not, including without limitation any expenses, costs, damages or liability for:
 - a. refusing to pay the cheque or instrument;



b. making payment of the cheque or instrument contrary to the stop payment request whether as a result of timing, notice, inadvertence, accident, equipment failure or otherwise.

15. **COLLECTION AND USE OF INFORMATION** – In providing financial services to me, I understand you will be collecting and gathering personal, financial and credit information from me (Information) to: (i) to verify my identity; (ii) understand my needs and eligibility for products and services; (iii) open, maintain and administer my account and provide me with financial services that meet my needs; (iv) obtain credit reports and evaluate my credit rating and credit worthiness; (v) to administer and manage security and risk in relation to my account and the financial services provided to me; (vi) comply with legal and regulatory requirements; (vii) assist in dispute resolution; (viii) offer and provide me with the other products and services of the Credit Union and of its affiliates and service suppliers.

I understand that you require and may use my Social Insurance Number as an aid to identify me with credit bureaus and other financial institutions for credit matching purposes and for income tax reporting purposes on interest bearing or investment accounts. I understand that the provision of my Social Insurance Number for credit matching purposes is optional and not a condition of service.

I understand that you need my consent to collect, use and disclose Information gathered about me except when the law allows you to do so without my consent. For that purpose, I authorize, consent to, and accept this as written notice of your obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information about me at any time for the purposes described including from or with any credit bureau, credit grantor or other entity in connection with my account and any relationships between us or those which you or I wish to establish. You may use this Information for so long as it is needed for the purposes described. I understand that I can ask you to stop using my Information to offer me other products or services at any time. I also understand that I may request that you stop using my Social Insurance Number for credit matching purposes at any time.

I understand it is necessary to keep my Information current and I agree to notify you of any changes in my Information.

For the purpose of this authorization, your affiliates and service suppliers mean Credit Union affiliates and service suppliers that are engaged in the business of providing services or products to the public in Canada including but not limited to, deposits, financing arrangements, credit, charge and payment card service, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, education and consulting services.

To assist in providing financial services, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

16. **PRIVACY** – Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

17. **SPECIMEN & ELECTRONIC SIGNATURE** – My signature on the Financial Services and Account Opening Agreement – Personal or the Personal Account Opening and Specimen Signature Agreement, as the case may be, may be taken by you as a specimen signature for the purposes of dealing with my account(s). You may require me to complete other specimen signature cards as may be necessary. Where an electronic signature is available, by signing a signature pad I am adopting such signature and authorize the signature to be applied to the document. All **account opening documents** may be signed and sent **electronically or by facsimile** and executed in counter-parts and shall be as effective as if signed and delivered as an original document.

18. **CANADIAN PAYMENTS ASSOCIATION** – You may use clearing arrangements made pursuant to the Bylaws and Rules of the Canadian Payments Association as amended or adapted from time to time in all dealings with my account(s). You are not responsible for any loss occasioned by using such clearing arrangements nor for any delay or failure to exercise your rights or powers under such clearing arrangements.

19. **JOINT ACCOUNTS** – If I apply to open a joint account with one or more other persons:

- a. The account(s) shall be issued and held jointly as joint tenants with right of survivorship unless otherwise designated;
- b. If the account has a right of survivorship, then if any one or more of the signors die, any monies standing to the credit of the account are to be subject to withdrawal by the survivor or, if more than one, then by the survivors. Where there is a separate agreement in connection with a specific deposit, the survivorship designation in that agreement shall apply;
- c. I am jointly and severally liable for all charges and overdrafts imposed or payable with respect to my accounts;

d. Unless otherwise designated on any other signing authority document any signor or the survivor may withdraw or write cheques or instruments, stop payment or process other authorized debit transactions, whether electronic, voice response, written or otherwise, on any account. Such withdrawal or payment is valid and shall release and discharge you from any liability. I understand that such other signing authority document needs to be signed by all joint account holders or survivors;

e. I also understand and agree that for the purposes of ascertaining and recording identity on and providing specimen signatures that my personal information may be recorded with and disclosed to other joint account holders;

f. Unless otherwise designated, the survivor is entitled to any and all insurance on the account.

20. **INDEMNITY** – If my statements, instruments, debit memos and vouchers are lost, stolen or destroyed, I shall accept your records as conclusive proof of the correctness and authenticity of the items or entries so recorded therein and agree to hold you free from all liability and to indemnify and save you harmless from any loss, claim or demand made upon you as a result of such loss, claim or demand.

21. **CHANGES TO THE AGREEMENT** – You may make changes to this Agreement to correct clerical errors without notice to me. You may make other changes to the Terms and Conditions if you notify me of such changes. You may give me this notice by mail OR electronically and by posting notice of such changes at the Credit Union. My use of any of my account(s) after the effective date of the changes is my acceptance of the changes.

22. **RECORDS** – You may create and retain such records as necessary to comply with legal and regulatory requirements including retention of telephone or electronic instructions.

23. **TRUST ACCOUNT** – If a trust account is designated in the **account opening documents**, the Applicant is Trustee. The Trustee is legal owner of the account and the beneficiary, as designated in the Trust Account Attachment, is beneficial owner of the account. I understand that the Credit Union is not required to recognize anyone other than the Applicant as having an interest in the account. Where the Credit Union opens an account which has been designated as a Trust Account or similar designation, whether for a specified party or not, the Credit Union will continue to accept all instructions respecting the account only from the Applicant and is not obliged to obtain any consent from or see to the execution of a trust for any other person absent a specific written agreement by the Credit Union to the contrary.

24. **ESTATE ACCOUNT** – If an estate account is designated in the **account opening documents**, the Applicant is the executor or personal representative of the estate in that capability. The deceased is identified in the Estate Account Attachment.

25. **YOUTH ACCOUNT** – Youth account includes FAT CAT and HEAD START accounts and any other account for youths or students. If a youth account is designated in the **account opening documents**, the youth is the applicant and owner of the account and entitled to deposit and withdraw from the account. If a parent or guardian is to have withdrawal or investment privileges such privilege shall be designated in the Youth Account Attachment or by such other lawful order or direction to the Credit Union.

26. **ATTACHMENTS** – These Terms and Conditions apply to any attachments to account opening documents.

27. **ASSIGNMENT OR SALE BY CREDIT UNION** – The Credit Union may transfer, by way of assignment, arrangement, sale or otherwise, any or all of its rights under this Agreement.

28. **RELATIONSHIPS AND THIRD PARTY TRANSACTIONS** –The Credit Union will disclose to me any relationships with intermediaries or affiliates that are relevant to a product or service offering prior to product acquisition. If a product supplied is acquired from a third party, the Credit Union will disclose the relevant relationship at the time of product inquiry and/or product acquisition. The Credit Union may receive compensation from the sale of third party products or services to me.

29. **LIABILITY OF THE CREDIT UNION** – The Credit Union is not liable for any delay, loss, damage or inconvenience which results from providing or failing to provide a service except where such loss results from technical problems, errors, system malfunctions for which we are solely responsible. The Credit Union is not responsible for any failure, error or delay by any third party. Under no circumstances is the Credit Union responsible for any indirect, consequential, special, aggravated or punitive damages, however, caused to me or suffered by me regardless of how caused. The Credit Union is not responsible for any errors which result from me incorrectly providing any account number, dollar amount or other information required for the operation of my account(s).