

# Member Agreement

The Member agrees to be bound by the terms and conditions of this Member Agreement (this “Agreement”) as evidenced by the signature of an authorized person or persons on the account opening documents and signature card or by clicking “Accept” when the account is opened via the Website.

## A. Definitions

“Access Code” means a password, personal identification number or other security code issued to the member by the Credit Union and that may be, where available, authenticated by member’s use of their biometric information.

“Account” means any chequing, savings, loan, credit card or investment accounts held by the member at the Credit Union or one of its affiliates, alone or jointly with another or others.

“Affiliate” refers to any corporation or other entity that is directly or indirectly owned, partially or, by the Credit Union. “Attorney” refers to a person designated to act under a ‘Power of Attorney’ and authorized to act on the member’s behalf. “Business Day” means a day, Monday to Friday, that the Credit Union branches are open for business in the Province of Alberta. “Cards” includes a Credit Union Member Card® or Mastercard®.

“Credit Union” means Lakeland Credit Union Ltd., and includes any predecessor or successor thereof.

“Disposable Bag” refers to the night depository bags provided by the Credit Union.

“Electronic Transaction” includes any transaction arising from the use of:

- A Card in conjunction with one or more access codes
- Any electronic means to change my address or personal information
- Any electronic access to the website
- The Credit Union Telephone Banking service
- Online Banking
- Mobile Banking
- Access to and receipt of E-statements

“E-Statement” refers to the electronic format of member’s Statement of Account.

“e-Transfer Services” means an Interac e-Transfer® service that the Credit Union offers through its online/mobile banking allowing a member to either send funds from their account to another person by specifying an email address or mobile phone number, or to receive funds in their account from another person electronically.

“Indebtedness” means all indebtedness of a member to the Credit Union.

“Instrument” means all bills of exchange, cheques, promissory notes, credit cards and all other orders for payment of monies.

“Intellectual Property” refers to the materials belonging to the Credit Union, its agents or third

parties and all intellectual property rights, such as copyright, to such materials.

“License” refers to the limited permission granted by the Credit Union to the member to access electronic transactions on their account(s).

“Loan Agreement” refers to any agreement between the Credit Union and the member that creates indebtedness to the Credit Union.

“Member” refers to, as applicable, an individual, partnership, corporation, or other entity who or that has purchased at least the minimum number of common shares required by the Credit Union’s bylaws to authorize participation in the ownership, direction, and control of the Credit Union.

“Mobile Banking” means the access to online banking using mobile devices through applications designed specifically for those devices to access the website.

“Online Banking” means the Credit Union’s online system that may be used by members to directly process electronic transactions and access account information and includes Interac e-Transfer Services.

“Online/Mobile Banking” means online banking, or mobile banking, or both, as the context requires and includes any of the following Services:

- Internet banking Services
- Electronic transactions processed using a mobile device
- Any other online banking or mobile banking service, which we may offer to member to use with their Account(s)

“Services” means any services or products provided by the Credit Union to the member.

“Shares” refers to common shares, an equity or ownership interest in the Credit Union.

“Signing Authorities” refers to the authorized signers on an account.

“Statement of Account” refers to the regular account statement provided by the Credit Union to member.

“Trading Area” means a 75-kilometre radius from a location delivering retail financial Services for the Credit Union.

“Third-Party” refers to a party that is not a party to this Agreement, a loan agreement, or any other agreement between the Credit Union and a member.

“Website” means the website operated and maintained by the Credit Union.

## B. Shares in the Credit Union

1. **Subscription:** The Member agrees to subscribe for the required number of shares in the Credit Union and to pay the purchase price in cash.
2. **Bylaws:** The Member’s ownership of the shares will be subject to the bylaws of the Credit Union and to the Credit Union Act (Alberta), and regulations passed under it. A copy of the Credit Union’s bylaws will be made available to a member upon written request by that member. Alternatively, they can be found on our website.

3. **Dividend and/or Patronage Rebate:** The Board of Directors of the Credit Union shall from time to time determine the amount, manner and form of dividends and patronage rebates to be paid, if any, on the shares of the Credit Union.
4. **Share Redemption:** The Member acknowledges that the shares represent ownership in the Credit Union and that the value of the shares is neither guaranteed nor insured. Share redemptions are subject to approval by the Board of Directors of the Credit Union in accordance with the Credit Union's bylaws and are subject to restrictions under the Credit Union Act (Alberta) and regulations thereunder. All redemption requests must be submitted in writing and received by the Credit Union for review.

## C. Accounts

Each account will be subject to the following terms:

1. **Conditions of Operation:** The Member agrees to comply with the terms and conditions and to pay all fees for each account as these terms, conditions and fees may be amended by the Credit Union. The current terms, conditions, and fees applicable to each type of account will be available on the website or at any branch of the Credit Union. The Credit Union reserves the right to revise the terms, conditions, and fees at any time by providing reasonable notice to all members of any changes to the terms, conditions, or fees by any such method it deems appropriate, prior to the effective date of the change. The Member's first use of an account or any Services outlined in this Agreement, after notification of any changes, will serve as the member's acceptance of those changes.
2. **Charges to Accounts:** The Member authorizes the Credit Union to charge any of their accounts with the amount of:
  - a. Any instrument drawn by the Member on an account.
  - b. Any instrument cashed or negotiated by the Credit Union on the Member's behalf, or which is returned to the Credit Union later by reason of insufficient funds or a forged, unauthorized, or missing endorsement; The Member agrees that the charging of any unpaid instrument will not be considered to be payment of that instrument such that the rights of the Credit Union against all parties liable on it are preserved.
  - c. Any instrument received by the Credit Union for credit to any of the Member's accounts if that instrument is lost, stolen or otherwise disappears for any cause, other than the negligence of the Credit Union.
  - d. Subject to any other agreement the Member has with the Credit Union, any indebtedness the member owes the Credit Union together with any costs and expenses to recover those amounts, including legal fees and disbursements incurred by the Credit Union on a solicitor-own-client, full indemnity basis.
- e. Any fees, service, administrative or other charges for the operation of any account or that may arise in connection with the provision of other Services used by the Member, which are in effect from time to time; These amounts may be charged to the Member's account even if the charge creates or increases an overdraft of that account.
3. **Fees:** The Member agrees to pay such fees and charges from the Credit Union in relation to any account or service the Member uses and as may be in effect from time to time. The Member acknowledges that the Credit Union may amend the fees and charges in accordance with Section C.1. If there is a difference between the rates and service charges posted on the website and those posted in the Credit Union branch, the rates and service charges posted in the branch shall apply.
4. **Overdraft:** The Member will not overdraw any account except if enrolled in the overdraft protection service described in Section G below ("Overdraft Protection"). Any unauthorized overdrafts will bear interest at the rates established by the Credit Union, calculated on the daily outstanding balance, and compounded monthly. Any unauthorized overdrafts and interest thereon are payable on demand.
5. **Statements:** The Credit Union Statements will run on the applicable statement production date. E-Statements will be accessible via the Member's online banking account. At any time, an online banking member may notify the Credit Union of their request to opt out of paper statement delivery. If a member has not subscribed to online banking, or is an online banking member who, or that, has notified the Credit Union that they do not wish to receive E-Statements, the Credit Union shall send that member's Statements of Account by regular mail to their last known mailing address on the records of the Credit Union. That Statement of Account shall be deemed received by that member five business days after mailing. The Member will examine each Statement of Account and advise the Credit Union immediately of any errors, omissions, or mistaken or fraudulent transactions. The Member understands and acknowledges that the Credit Union will not be liable for any errors, omissions, or mistaken or fraudulent transactions of which the Member has not informed the Credit Union within 30 days of the date of the Statement of Account. The 30-day period applies even if the statement was delayed. Members are advised to contact the Credit Union within 10 days of the date upon which they would normally have received the statement.
6. **Waiver of Presentment:** The Member waives presentment for payment, notice of dishonour and protest of instruments drawn or endorsed by them. The Member will be liable to the Credit

- Union as if the instruments had been presented and notice of dishonour and protest given.
7. **Set off:** Monies in any account may, without prior notice, be applied by the Credit Union against any present or future liability and/or indebtedness of the Member to the Credit Union, whether alone or jointly with others.
  8. **Dishonoured Items:** The Credit Union may reverse any instruments credited to any account which are not later paid, or which are dishonoured for any reason. The Credit Union will provide a copy of such instruments to the members upon request.
  9. **Holding of Funds:** The Credit Union may hold funds arising from non-cash deposits to accounts. The maximum period the Credit Union will hold the funds will be determined case-by-case, not exceeding seven business days.
  10. **Stop Payment Requests:** The Member may request the Credit Union to countermand or issue notice of stop payment on any instrument issued on member's account. The Member understands that the Credit Union will use commercially reasonable efforts to process the Member's request but that if unable to do so before the instrument is debited from the Member's account, or its instructions are disregarded, that Member will remain responsible for that instrument.
  11. **Indemnity:** The Member will be liable for and indemnify the Credit Union against all claims including, but not limited to, claims for costs and damages that may be made against the Credit Union because of or in connection with any instrument credited to any account.
  12. **Joint Account:** If there is more than one person signing the Account Agreement for a jointly held account (the "Joint Member"):
    - a. Each joint member is liable or indebted, or both, to the Credit Union, jointly and severally, in relation to this Agreement.
    - b. The joint members agree that a right of survivorship applies to their rights to the account unless otherwise stated.
    - c. Each joint member is bound by any other agreement which relates to the account, even if only one joint member signed or otherwise accepted the other agreement.
    - d. Instruments may be deposited to the jointly held account based on the signature of only one joint member even if the instrument is payable to more than one joint member.
    - e. Monies in the jointly held account may be withdrawn or the jointly held account closed on the required number of signatures provided on the signature card which was taken in connection with the jointly held account. Provided, however, that the death of any one joint member who is an individual will not affect the right of the remaining joint member(s) to withdraw monies from or close the jointly held account.
  - f. Each joint member is liable or indebted, or both, under this Agreement regardless of the admission or withdrawal of any partner, member of a joint venture or any other joint account holder.
  - g. The joint member is not liable or indebted, or both, for obligations under this Agreement which are incurred after the Credit Union receives written notice that a joint member is no longer a partner, member of a joint venture or otherwise a joint account holder, provided that the joint member will remain liable or indebted, or both, until the obligations to the Credit Union pursuant to this Agreement, incurred before the Credit Union received written notice that a joint member was no longer a partner, member of the joint venture or otherwise a joint account holder, are paid in full. A notice to that effect will be effective at each of the Credit Union's branches when the branch where the Member has an account receives it.
  - h. Solely for the purpose of determining the shares held by a joint member for the purpose of ensuring compliance with the Credit Union's bylaws, a joint member shall be deemed to have had allocated to that Member, at any given time, an equal portion of the shares held by that joint member together with any other joint member. For all other purposes, the other provisions of this Section C.12 relating to joint accounts and joint members shall apply to a joint member's shares.
  13. **Non-Designated Trust:** If the Member opens an account in which funds are to be held in trust by them for another person, but for which there is not a formal trust agreement, the Member agrees that: The Credit Union will treat such an account as the Member's account; will treat any funds deposited in the account as the Member's; will attribute income in the account to the Member; and will release funds in the account only as instructed by the Member or on provision of the required signature or number of signatures provided through the account opening process.
  14. **Account Users:** The Member will immediately advise the Credit Union if they authorize any third party to use their account(s) or if the Member uses their accounts on behalf of, or for, the benefit of third parties. The Member will provide the Credit Union with the names of the third parties and with any other information regarding those third parties as the Credit Union may require. The Member further agrees to immediately advise the Credit Union of any changes to information provided regarding third parties.
  15. **Unclaimed Balances:** Unclaimed balances are handled in accordance with the Credit Union Act (Alberta). The Credit Union will be responsible for notifying members of unclaimed balances within the timelines set out in this Act. Unclaimed balances of \$100 or more on which no valid claims have been made for 10 years, are transferred to the Credit Union Deposit Guarantee Corporation



D. Electronic Service

- 1. **Ownership of Cards:** The cards are the property of the Credit Union and must be returned to the Credit Union on request. The Credit Union may request a merchant or financial institution to take possession of a card on its behalf.
- 2. **Authority to Process Transactions:** The Credit Union may accept, rely upon, and process any transaction transmitted to it with instructions to debit from the account of the Member any amounts payable to third parties either on a one-time only or recurring basis. The use of online/mobile banking in connection with the Member’s access code constitutes the Credit Union’s authorization to process the transaction as instructed by the Member and to debit or credit the Member’s account in the amount specified by the Member. The Member acknowledges and agrees that the Credit Union can accept, rely upon, and process any electronic transaction submitted or initiated by the access code, even though the Member’s account(s) may require two or more signatures or other form of authorization.
- 3. **Member Liability for Errors in Transactions:** The Member is responsible for the truth, accuracy and completeness of instructions given for the processing of electronic transactions. The Credit Union will use commercially reasonable efforts to correct any improperly entered transaction, but it is not responsible for any results or consequences of a transaction processed because of inaccurate or incomplete instructions.
- 4. **Transactions with Merchants:** When using the card for purchases, the sale agreement is between a member and the third-party merchant. Dispute resolution relating to goods or Services obtained through use of the card is identified in the applicable “Cardholder’s Terms and Conditions.”
- 5. **Acceptance of Risk:** The Member acknowledges that the use by the Member of electronic transactions is at the Member’s own risk.
- 6. **Effective Date of Transactions:** The Member acknowledges that the Credit Union will process electronic transactions as quickly as possible. The Member acknowledges that electronic transactions involving bill payments or transfers to third parties may require two or more business days for completion.
- 7. **Refusal to Complete or Reversal of Transactions:** All electronic transactions may be subject to verification. The Credit Union may refuse to complete or may reverse any electronic transaction for a reason, or reasons determined by the Credit Union, acting, including but not limited to:
  - a. An electronic transaction is one that cannot be processed electronically.
  - b. The electronic transaction will result in an unauthorized overdraft of the Member’s account or violates any provision of any other agreement made between the Credit Union and the Member.

- c. The transaction requires payment to a third party that does not accept the electronic transaction.
- d. There is an operational failure or malfunction in electronic transaction Services.

E. Access Codes

- 1. **Protection of Access Codes:** The Member acknowledges responsibility to maintain the confidentiality of any access code. The Member agrees that they will not disclose their access codes to anyone and will change them regularly. The Member understands that they are responsible for all transactions conducted through the use or misuse of their access codes. The Member agrees that the Credit Union has no obligation to confirm the authority or identity of a person using their access codes.
- 2. **Lost or Stolen Access Code and Unauthorized Use:** The Member will notify the Credit Union if their access code is lost or stolen, or if the Member believes that their access code may have become known to another person or available for unauthorized use. If the Member becomes aware of any unauthorized use of their account or if any statements or records of the Member show transactions they did not authorize, they will advise the Credit Union immediately. The Member acknowledges and understands that The Credit Union will use commercially reasonable efforts to stop or reverse the transaction, but that The Credit Union is not responsible for any consequences of a transaction processed because of unauthorized use of the Member’s access code or account.
- 3. **Ownership of Access Code:** The Member acknowledges that the access code remains the property of the Credit Union.
- 4. **Required Signatures:** The Member is entitled to select an access code only if all signing authorities on the accounts identified on the account opening and signature forms have authorized the Member to select an access code. The Member acknowledges and agrees that the Credit Union can accept, rely upon, and process any electronic transaction submitted or initiated using the access code, even though the Member’s account or accounts require two or more signatures or other form of authorization.
- 5. **Use of Electronic Transactions:** The Member will only use electronic transactions to process the Member’s own transactions for valid business or personal purposes, or both (as applicable) or for payments to third parties authorized by the Member to the Credit Union.
- 6. **Foreign Currencies:** If a card is used in connection with a transaction in foreign currency, the Member acknowledges that the rate of conversion into Canadian currency will be fixed according to the rules of the electronic network through which the transaction is conducted.
- 7. **Accuracy of Information on the Website:** The Member acknowledges that information provided by the Credit Union or other sources on the website is believed to be accurate and reliable

when placed on the website. Although the Credit Union conducts regular audits of this information, The Credit Union cannot always guarantee the accuracy or completeness of that information. The Member acknowledges that the information on the website is not intended to provide financial, legal, accounting or tax advice and cannot be relied upon in that regard.

## F. Night Depository Service

1. Deposits of currency, cheques or other negotiable instruments shall be placed in properly sealed Disposable Bags together with deposit slips prepared by the Member, in the form approved by the Credit Union. The disposable bag shall be placed in designated night depository slots at a branch of the Credit Union.
2. The Member agrees to be responsible for ensuring that the disposable bag falls into the chute clear of the slot and agrees to remove the deposit key or access code (if used) immediately after placing the disposable bag in the slot.
3. A supply of disposable bags and a deposit key or access code can be obtained from a Credit Union branch at any time for the fee established by The Credit Union.
4. The Member acknowledges responsibility for securing and sealing the disposable bag and any loss resulting from their failure to secure or seal the disposable bag is their responsibility.
5. The Member acknowledges that until the point when the authorized officers of the Credit Union or the designated third-party service providers, as applicable, remove the disposable bag from the night depository, the disposable bag and contents shall be at the Member's sole risk without liability on the part of the Credit Union for safekeeping or otherwise, and no deposit to any account designated on the deposit slip shall be credited to that account or deemed to have been made until presentment for deposit is made in accordance with this Agreement. The Member hereby authorizes any two employees of the Credit Union or the designated third-party service providers, as the Member's agents, to remove and open the disposable bag, list the contents of the disposable bag, and present the deposit together with the deposit slip for credit to the account designated on the deposit slip. The Member agrees that only after such presentation shall the account be credited with a deposit.
6. The Credit Union records regarding the disposable bag's contents shall be conclusive and binding on the Member. If the records of the Credit Union differ from the record on the deposit slip, the records of the Credit Union shall be binding.
7. The Member acknowledges that the Credit Union may add, delete, change, vary, interrupt, or discontinue night depository Service without liability for any loss the Member may suffer as a result.

## G. Overdraft Protection

If the Member is enrolled in Overdraft Protection, the provisions of this Section G will apply:

1. The maximum amount by which the Member may overdraw the account will initially be set by the Credit Union (the "Overdraft Limit") and may be increased with the Member's approval or the approval of any other person liable for the account as described in Section C.12. The Credit Union may decrease the overdraft limit at any time and for any reason.
2. The Credit Union may debit the account in the amount of any cheque or withdrawal, or other item drawn on the account, and interest, as provided in this Section G. The Credit Union may refuse to pay any cheque, withdrawal or any other item drawn on the account if the outstanding debit balance of the account exceeds, or would after payment of such cheque, withdrawal, or other item, exceed the overdraft limit on the date such cheque, withdrawal or other item is presented to the Credit Union for payment.
3. The Member will pay on demand all amounts which overdraw the account and will pay interest, both before and after demand, on all amounts which overdraw the account, calculated from the date each amount is debited to the account until the date of payment at a rate and on terms that the Credit Union may from time to time establish. The rate and terms may be obtained at any branch of the Credit Union and the current rate, along with the overdraft limit, will be shown on the Member's Statement of Account. Interest shall be calculated daily but is payable monthly both before and after demand, default, and judgment. Overdue interest shall be compounded monthly.
4. In addition to interest payable under Section G.3., the Member agrees to pay to the Credit Union any costs of administration that relate to transactions that overdraw or increase the amount overdrawn on the account (the "Transaction Fee") as well as those costs that relate to maintaining the overdraft limit (the "Standby Fee"). The transaction fees and standby fees (where applicable) may change from time to time and the current transaction fee and standby fee may be ascertained from the Credit Union. The transaction fees and standby fees may be debited to the account and any such fees charged will be reflected on the Statement of Account pertaining to the account.
5. The Member hereby pledges to the Credit Union all deposits and shares which the Member now or may have in the Credit Union, the proceeds of which may, upon default of the Member's obligations with respect to overdraft, be applied by the Credit Union to any overdraft amounts due and owing. This pledge is in addition to any other rights of or security held by the Credit Union regarding the Member's overdraft obligations.
6. Either the Member or the Credit Union may end the Overdraft Protection at any time providing notice to the other in accordance with J.16. but ending Overdraft Protection will have no impact on the Member's obligation to repay the overdraft amount owing. In addition, if (a) the Member fails to make any payment in accordance with this

Agreement or otherwise breaches this Agreement, (b) the Member dies, (c) the Member becomes subject to or takes advantage of any law relating to bankruptcy or insolvency or for the relief of debtors, or (d) upon attachment, execution or levy against the Member or the Member’s property, then the Credit Union may immediately and without notice to the Member cease to pay any cheques which overdraw the account or increase an overdraft in the account, and at the option of the Credit Union, any outstanding debit balance in the account shall, without limiting any other rights of the Credit Union, become immediately due and payable without notice or demand.

H. Protection of Personal Information

1. **Privacy Policy:** As defined in the Credit Union Privacy Policy, the Member has the right to:
  - a. Know the information the Credit Union has collected about them
  - b. Review this information and provide corrections for accuracy
  - c. Be informed about how the Credit Union has or intends to use or disclose this informationThe Credit Union Privacy Policy is available from any branch of the Credit Union and on the website. For up-to-date information on the Credit Union’s protection of personal information, contact information, and notifications, please visit our website or contact your local branch.
2. **Collection of Information:** The Member acknowledges and agrees that the Credit Union may collect personal information about them from third-party arrangements that the Member has made with or through the Credit Union, credit reporting agencies, other financial institutions, from references the Member may have provided to the Credit Union, and from the Member.

In relation to an application for credit, or loan obtained from the Credit Union, the Member consents to the Credit Union (including any third party acting on its behalf) collecting the Member’s personal information, including motor vehicle registration information, from any provincial or federal government, governmental agency or corporation, any prior, current or future employers, any financial institution or entity that the Member has a deposit or investment account with, or that has granted the Member credit.

In addition to the foregoing any of the Credit Union, any Third Party acting on its behalf or any person having or proposing to acquire any interest in the Member’s dealings with the Credit Union (including, without limitation, credit reporting agencies, assignees of any Loan Agreement pursuant to Section J.16. of this Agreement, and other financial institutions for such purposes as the Credit Union deems appropriate, acting reasonably) from time to

time (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, credit rating agencies and servicers) (collectively, “Information Access Persons”), may, as it may determine in its sole discretion in accordance with the Credit Union Privacy Policy, collect, use and store information and materials (including personal information) provided by the Member to, or obtained by or on behalf of, the relevant Information Access Person without further notice to the Member, and any such Information Access Person may, as it may determine in its sole discretion in accordance with the Credit Union Privacy Policy, from time to time transfer, assign, release, disclose, exchange, or share such information and materials (including personal information) to or with:

a. any other Information Access Persons; and

b. any governmental authority having jurisdiction over it or any of its activities, and I hereby irrevocably consent to the collection, use, storage, release, disclosure, exchange, sharing, transfer, and assignment of all such information and materials (including personal information).

Notwithstanding the generality of the foregoing, the Member acknowledges that Information Access Persons include, without limitation, Equifax, TransUnion, other credit reporting agencies or income verification providers, and the Member hereby authorizes the Credit Union to obtain credit reports and other personal information from such Information Access Persons.

3. **Use of Information:** The Credit Union may use the Member’s personal information in the following ways:

- a. To evaluate Member’s financial situation and qualification for credit
- b. To confirm the ownership and description of any collateral assets the Member provides as security for a loan, register a security interest in those assets, and locate the Member for any purpose relating to a loan, including collection of amounts owed and seizure of secured assets
- c. To provide this information to credit reporting agencies, assignees of any loan agreement pursuant to Section J.15. of this Agreement, and other financial institutions for such purposes as the Credit Union deems appropriate, acting reasonably
- d. To provide this information to other parties but only with the Member’s consent
- e. For any purpose related to the operation of the Member’s account, the provision of Services and the development of new products and Services for the Member including providing it to third-party suppliers of products and Services including, but not limited to, data service providers, cheque printers and card manufacturers

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- f. To provide this information to any personnel working for or with the Credit Union, but only as needed for the operation of the Member's account or the provision of Services
  - g. To use the Member's Social Insurance Number as required by law and as an aid to identify the Member with credit reporting agencies and other financial institutions for credit history matching purposes
  - h. To enforce this Agreement or prosecute or defend any action under or related to this Agreement
4. **Optional Use or Disclosure of Personal Information:** The Credit Union may use or disclose the Member's personal information for the following:
- a. Marketing purposes, including:
    - i. Sending product and service information. This includes information, recommendations, offers, and promotions related to the products and Services that the Credit Union, its subsidiaries, and trusted third party service providers offer.
    - ii. Requesting feedback or providing general information. This includes feedback requests through surveys and focus groups and periodic newsletters and articles about financial fitness, and activities and events that the Credit Union is involved in.
    - iii. Determining the Member's eligibility to participate in contests, surveys, or promotions.
  - b. To provide the Member's personal information to its affiliates and trusted third-party service providers to enable them to offer their products and/or Services to the Member.

The Credit Union may contact the Member by telephone, fax, text messaging, or other electronic means including automatic dialing-announcing device, at the numbers Member has provided, or by ATM (Automated Teller Machine), internet, mail, email, and other methods. Notwithstanding clauses Sections H.4. and H.4.b of this Agreement, the Credit Union will not, without express consent from the Member, communicate any of their personal information to any other party except as set forth in this Agreement, or as is necessary in the performance of an obligation of the Credit Union to Member arising out of a transaction. If the Member wishes to opt-out or withdraw consent at any time for any of the optional uses or disclosures of information described in this Agreement, the Member may so instruct by contacting the Credit Union provided that notification. Should the Member choose to opt out of the optional information sharing, the Member will continue to receive Services the same as any other member.

- 5. **Retention of Information:** Once the Member is no longer a member of the Credit Union, the Member's information in its records may be stored so long as it is needed for the purposes described above.
- 6. **Disclosure Where Required by Law:** The Credit Union may, when required by law or permitted by law to protect itself, or to detect and prevent criminal activity, use, and disclose personal information about the Member or the Member's account to police or other lawful authorities.
- 7. **Contact Centre:** The Credit Union may record telephone calls made to the Credit Union contact center to document transactions and quality assurance purposes.
- 8. **Accuracy of Personal Information:** The Credit Union makes reasonable efforts to keep the Members' personal information as accurate, complete, and up to date as is necessary to fulfill the purposes for which the information is to be used. However, the Credit Union relies on Members to ensure accuracy of their personal information, and it is the Member's responsibility to promptly notify them of changes to personal information.

## I. Business Accounts

In the event of a conflict between the terms and conditions in this section and the terms and conditions in the remaining sections of this Agreement, the terms and conditions in this section shall prevail.

- 1. **Designated Signing Authorities:** The Member agrees to advise the Credit Union in writing of any additions or deletions to the designated signing authorities.
- 2. **Changes to Business:** The Member shall advise the Credit Union in writing of any material changes to the ownership or structure of its business. The Members shall advise the Credit Union in writing of any changes to the trade names or divisions through which the business operates.
- 3. **Deposit Agreement:** Monies in any account (other than Trust Accounts) may, without prior notice, be applied by the Credit Union against any present or future liability or indebtedness of the Member to the Credit Union, whether alone or jointly with others.
- 4. **Verification of Account Transactions:** Unless other arrangements are made, including E-Statements, the Member authorizes the Credit Union to mail, at the Member's risk, Statements of Account maintained by the Member, together with the relevant instruments, in such form as approved by Payments Canada. The Member is responsible for examining the Statements of Account and related instruments to ensure that the Statements of Account are true and correct and that the instruments are genuine and properly chargeable to the account to which they relate. Unless otherwise notified in

writing within 30 days of the date of mailing, the Statements of Account and instruments shall be final and conclusively settled between the Member and the Credit Union, and the Credit Union shall be released from any liability for errors or omissions in same.

5. **Internal Controls & Supervision:** Members agree to assume a heightened degree of responsibility for safeguarding their accounts, cheques, and banking access. Members agree to have in place systems, procedures, and controls, effective to prevent and detect theft of instruments, compromise of controls over electronic access and banking information or losses due to forgeries or frauds involving instruments and electronic communications and banking transactions, including without limiting the generality of the foregoing:
  - a. Ensuring that all instruments, cheque imprinters and facsimile signature devices and passcodes or other electronic banking controls are kept secure and that designated individuals are responsible for them at all times;
  - b. Conducting periodic audits of instruments and electronic banking controls; and
  - c. Ensuring that the individual responsible for doing statement reconciliation shall not be responsible for the security or preparation of instruments or electronic banking controls. Members will also have a heightened degree of responsibility to monitor the conduct of all employees and agents having any role in the preparation of instruments, statement reconciliation and electronic banking.
6. **Pooled (General) Trust Accounts:** Notwithstanding anything to the contrary contained in this Agreement, any account operated by the Credit Union for the Member which is designated as a trust account, shall be subject to but not debited with any costs, charges and expenses incurred by the Credit Union in connection therewith, nor may any monies in the trust account be used for the purpose of making payment of any liability or indebtedness incurred by the Member under any other agreement with the Credit Union or in regard to operation of any other account operated by the Credit Union for the Member, provided however the Credit Union is authorized to debit any other account of the Member which is not designated as a trust account with any such costs, charges and expenses incurred by the Credit Union.

## J. General

1. **Cancellation:** The Credit Union may close any accounts at any time by issuing the Member a draft for the balance of the accounts after first deducting any outstanding indebtedness to the Credit Union. The Credit Union may cancel the Member's card(s) and access to any or all the Services, or any account at any time without

prior notice to the Member. The Member agrees to return any card(s) to the Credit Union upon request or upon cancellation.

2. **Unauthorized Use:** If the Member becomes aware of any unauthorized use of any of their accounts or Services, or if any Statements of Account or records of the Member show transactions that they did not authorize, the Member will advise the Credit Union immediately. The Member will always have in place procedures to prevent and detect losses due to forged or unauthorized signatures, and fraud or theft involving the Member's accounts or instructions.
3. **Legal Advice:** Once the Member authorizes the Credit Union to open an account, provide the Member with a card or cards, or provide any other Service, the Member confirms that they have reviewed this Agreement and that they had every opportunity to obtain legal advice in respect of the terms of this Agreement.
4. **Power of Attorney:** If a member signs a Power of Attorney ("POA") allowing an attorney to act on their behalf, the Member authorizes the Credit Union to take instructions from the attorney and authorizes the attorney to access the Member's accounts, access codes and cards as authorized in the POA document. The Member further authorizes the Credit Union to assist their attorney by providing all Services required by the Member as determined by their Attorney.
5. **Death:** The Member agrees that on their death, the Member's executor, administrator, or personal representative appointed under a Member's will, or the surviving joint member(s) under a joint account, shall have authority to obtain information in respect of the Member's accounts, cards and other Services provided to the Member. Except in the case of the rights of the surviving joint member(s) under a joint account:
  - a. The Member understands that their executor, administrator, or personal representative shall not have access to remove funds from the Member's accounts or use the Member's cards until a grant of probate is issued by a Court.
  - b. The Member agrees that the Credit Union may (but shall not be required to) make payments from the Member's accounts after the Member's death for funeral expenses, utilities, or other such expenses which the Credit Union deems appropriate, and which are authorized by the Member's executor, administrator, or personal representative.
  - c. If the Member dies without leaving a will, the Credit Union may (but shall not be required to) make payments from the Member's accounts after their death for funeral expenses, utilities, or other such expenses which The Credit Union deems appropriate.
6. **Changes to the Agreement:** The Credit Union may make changes to this Agreement to



correct clerical errors without notice to the Member. The Credit Union may make other changes to this Agreement if members are notified of such changes, which such notice may be effected by posting updates on the Credit Union's website (if applicable), by post or electronic communication. Member use of any of account(s) after the effective date of the changes shall be deemed acceptance of such changes.

7. **Disclaimer of The Credit Union's Liability:** The Credit Union does not represent or warrant that the Services, website, or online/mobile banking will be available, or will function without interruption, or that they will be free of errors, or that any errors will be corrected, or that the use of the Services, website or online/mobile banking will be free of viruses, Trojan horses, worms or other destructive or disruptive programs. Except as expressly provided, the Credit Union does not provide, and expressly disclaims, all conditions, warranties, and representations, whether express, implied, or statutory, including but not limited to those of merchantability, fitness for a particular purpose, title, or non-infringement with respect to the Services, accounts, electronic transactions, and anything else provided or to be provided pursuant to this Agreement. Except where caused by its own negligence or willful misconduct, neither the Credit Union nor its agents or third-party service providers are liable for any delay, loss, theft, costs, damages (direct, indirect, special, consequential, exemplary or punitive), loss of data, or inconvenience whatsoever, caused by or arising from failing to provide any account or service, for providing any account or service improperly, for any delay in providing any account or service or for any failure, error, malfunction or inaccessibility of the Services, electronic transactions or the website. The Credit Union shall not be liable for any loss or damage arising from a member's use of automated teller machines, point-of-sale devices, or similar equipment, or from any mechanical or operational failure of any such equipment. In no event will the Credit Union be liable for any loss, cost or damage resulting from:
    - a. The Member's actions, or any failure to act, or the actions or failure to act of any other person;
    - b. A forged or unauthorized signature or a material alteration on any bills of exchange (including cheques), promissory notes, orders for payment of money, securities, coupons, clearing items or other value items, and other instruments unless the Member proves:
      - i. It was made by a person who was at no time the Member's employee or agent (as applicable); and
      - ii. Its occurrence was beyond the Member's control.
  - c. The Credit Union's failure to perform or fulfill any obligation due to any cause beyond its control; or
  - d. Incomplete, inaccurate, or incorrect information supplied by the Member to the Credit Union.
8. **Proof of Transactions:** The records of the Credit Union whether written, audio, electronic or otherwise shall be conclusive proof of transactions and shall be binding on the Member; and, as applicable, the Member's successors, assigns, heirs, executors, administrators, and legal representatives. The Member will provide evidence of transactions purported to have been made if the Credit Union requests them. The Member will comply with audit requests by the auditors of the Credit Union, as may be required and requested from time to time.
  9. **Use of Third Parties:** The Credit Union may use a third party to provide any service or part of a service, including without limitation, Payments Canada for clearing arrangements or an internet service provider to provide access to the website, and the use of such third parties shall be included under the Credit Union's exclusion of liability under Section J.7 above.
  10. **Conflict:** In the event of a conflict between the terms and conditions of this Agreement and other related agreements in respect of an account or Services, the terms and conditions of the related agreements will govern.
  11. **Intellectual Property:** The Credit Union may display certain names, words, titles, phrases, logos, icons, graphics, or designs on the pages of its website, on agreements or in advertisements. Those names, words, titles, phrases, logos, icons, graphics, or designs may constitute trade names, registered or unregistered trademarks, words that are copyrighted materials and are the intellectual property of the Credit Union, its agents or third parties. If intellectual property belonging to third parties is used in connection with electronic transactions, the Credit Union is using that intellectual property pursuant to a licensing agreement with the third party. The display and use of intellectual property by the Credit Union does not imply that any license has been granted to any user of any electronic transaction other than the license described below. The Member acknowledges and agrees that they have been granted a non-exclusive, revocable license to use electronic transactions only for the purpose of performing the electronic transactions pursuant to this Agreement (the "License"). The Member's license is personal to the Member only with no right to assign, transfer, sublicense, sell or license any information or material, or display any intellectual property contained within or associated with any electronic transaction. Copyright laws of Canada protect information contained within or used in association with electronic transactions. Although the Member

may be entitled to use information contained therein for their personal use, the Member may not republish or reproduce any information in any manner whatsoever, including electronic reproduction by “uploading” or “downloading” without the prior written consent of the Credit Union. No permission is expressed or implied to copy, redistribute, transmit, reproduce, or republish any information found in electronic transactions or associated with electronic transactions in any form whatsoever for any purpose other than the Member’s personal use pursuant to the license.

12. **Intellectual Property of Third Parties:** Any links to or from the website to other websites are for convenience only. The Member acknowledges that the Credit Union does not endorse any third-party products, services or information which may be expressed or implied by any information, material or content referred to or included on or linked from or to the website. The Member acknowledges that the Credit Union does not represent or warrant that the use by the Member of the website or online/mobile banking will not infringe on the intellectual property or other rights of third parties.
13. **Severability:** Any covenant or provision in this Agreement determined to be void or unenforceable in whole or in part shall be deemed not to affect or impair the validity of any other covenant or provision, and the covenants and provisions are declared to be separate and distinct.
14. **Survivorship:** This Agreement and any amendments to it will be binding on the Member’s heirs, successors, permitted assigns, executors, administrators, and personal representatives, as applicable.
15. **Assignment:** The Member acknowledges and agrees that the Credit Union may in its sole discretion and without the Member’s consent assign any loan agreement, in whole or in part, to a third party of its choice. As agreed in Section H of this Agreement, the Member agrees and acknowledges that the Credit Union may disclose personal information about the Member relating to the loan agreement and the Member agrees to the collection and use of the personal information by the assignees as required for the purposes of administering or otherwise dealing with the loan agreement. The Members may not assign this Agreement without the Credit Union’s consent. The Credit Union may, without the consent of its Members, assign this Agreement to an affiliate or to an entity that acquires all or substantially all the assets of the Credit Union by merger, consolidation, or sale of assets.
16. **Allocation:** The Member acknowledges and agrees that the Credit Union may in its sole discretion allocate payments to any liability and/or indebtedness the Member owes to the Credit Union both before and after default. The

Member acknowledges and agrees that subject to the rights of any third parties, any money the Credit Union obtains by enforcing its rights after paying the Credit Union’s costs will be applied to the liability or indebtedness, or both, owed to the Credit Union in its sole discretion.

17. **Choice of Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada. The Member agrees that if the Credit Union commences legal proceedings against them, the Credit Union may select the jurisdiction in which to commence proceedings.
18. **Communication with the Credit Union:** Unless otherwise specified by the Credit Union, the Member may communicate instructions to the Credit Union in person, by telephone, mail, facsimile transaction or electronically. Due to the inability to securely send emails, the Member agrees that if they choose to send email messages to the Credit Union that contain personal, financial, or confidential information, the Member does so entirely at their own risk. The Credit Union may record telephone conversations to ensure accuracy of instructions received. The Credit Union may, in its sole discretion, contact the Member to confirm instructions received before carrying them out. The contact information provided by the Member to the Credit Union may be used by it to communicate with the Member regarding the Member’s account or use of the Services.
19. **Facsimile or Electronic Signature:** Any agreement between the Member and the Credit Union may be executed in counterparts and by an approved way of facsimile, PDF, or other electronic means, each of which when so executed shall be deemed to be an original signature.
20. **Legislative Compliance:** The Member acknowledges that the Credit Union is required to comply with all federal and provincial acts and regulations including, but not limited to, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).