

GENERAL INFORMATION

Credit Union Name (the "Financial Institution")	Request Date	Primary Membership No.	Branch No.
Legal Name of Member (the "Subscribing Member")	Name of Subscriber for Service (e.g. name of connection if multiple entities)		
Business Address		Phone No.	
		Fax No.	

PRIMARY CONTACT INFORMATION

Primary Contact Name	Email Address	Phone No.
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SERVICE FEES

Fee Details	DEBIT FEES FROM
	Account No.
	Branch No.

ACCOUNTS (If more than 3 Accounts, attach Form 2703, Direct Services for Business — Membership Addendum.)

ACTION	BRANCH NO.	ACCOUNT NO.	LEGAL NAME	SHORT / DESCRIPTIVE NAME	CREDIT UNION USE ONLY
⊕ ⊖					
⊕ ⊖					
⊕ ⊖					

Total Number of Attached Pages (If using Form 2703, Direct Services for Business — Membership Addendum.)	
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WIRE TRANSFER SERVICE

<input type="checkbox"/> Apply for Wire Transfer Service	Largest Single Wire (\$):	Total Wires for Day (\$):
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CORPORATE ADMINISTRATORS

USER MANAGEMENT TYPE		Number of Approvals Required for Changes:
<input type="radio"/> Non-Delegated	<input type="radio"/> Delegated	

Corporate Administrator Name	Title	
Email Address	Approval Rights* <input type="radio"/> No <input type="radio"/> Yes	Credit Union Assigned ID*
Signature X	Date	

Corporate Administrator Name	Title	
Email Address	Approval Rights* <input type="radio"/> No <input type="radio"/> Yes	Credit Union Assigned ID*
Signature X	Date	

Corporate Administrator Name	Title	
Email Address	Approval Rights* <input type="radio"/> No <input type="radio"/> Yes	Credit Union Assigned ID*
Signature X	Date	

* Applies to Delegated User Management only. Under Non-Delegated User Management, all Corporate Administrators will have Approval rights for paper forms.

CORPORATE SPONSOR

List the person in your office who will be the e-mail recipient of the second half of the initial user validation code. This is a security measure used to verify the identity of new users.

- Same as Primary Contact on page 1.
- Contact listed below.

Name	Title	Email Address
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AGREEMENT *(Must be signed in accordance with the banking resolution appointing signing officers.)*

If the Subscribing Member is a sole ownership or a corporation, the Subscribing Member is liable for all transactions entered into with the Financial Institution under the name of the Subscribing Member or the trade name, if applicable, whether the transactions were entered into by the Subscribing Member or by any other person or persons acting under the Subscribing Member's authority, whether that authority was expressed, implied, or apparent. The Account may be recorded in the name of the Subscribing Member. All statements, notices, and other documents addressed to a trade name will be deemed to be addressed to the Subscribing Member.

If the Subscribing Member is a partnership, the partners are jointly and severally liable to the Financial Institution for all transactions on the Account and for all obligations, debts, and liabilities of the Subscribing Member under this Agreement. Each partner acknowledges and agrees that he or she is bound by all transactions conducted by the authorized signatory or signatories on the Account. This joint and several liability continues even if the Subscribing Member is dissolved or any of the partners withdraws, retires, or dies.

The Subscribing Member agrees to be bound by the rules or bylaws of the Financial Institutions, amendments to those rules or bylaws, and the Terms and Conditions on pages 3–9 of this document. The undersigned acknowledge receiving a true copy of the Terms and Conditions.

X

Authorized Officer Signature	Name	Title	Date
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X

Authorized Officer Signature	Name	Title	Date
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CREDIT UNION APPROVAL

X

Authorized Signatory Signature	Name	Title	Date
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CREDIT UNION USE ONLY

Received and Checked By:	Date Received:
MDBUA Input By:	MDBUA Input Date:
MTS Input By:	MTS Input Date:
Verified By:	Verification Date:

TERMS AND CONDITIONS

This Agreement outlines the Terms and Conditions governing the Subscribing Member's and each Related Party's (if applicable) use of the User Administration Service (defined below) and Direct Services for Business (defined below). Subscribing Members and the Related Party(ies) (if applicable) using the User Administration Service or Direct Services for Business are deemed to accept these Terms and Conditions.

In consideration of the Financial Institution providing access to any of the Subscribing Member's and the Related Party's (if applicable) Accounts using Direct Services for Business, the Subscribing Member agrees and shall ensure that each Related Party (if applicable) agrees as follows:

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

“Access Terminal” means any device used to access any Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

“Account” means any of the Subscribing Member's Accounts or the Related Party's Accounts (if applicable).

“Account Agreement” means the agreements for the operation of the Account.

“Approving Corporate Administrator” means a person, approved by the Subscribing Member or a Related Party (if applicable), either alone or together with 1 or more Approving Corporate Administrators, to approve User and Account Changes.

If the Subscribing Member is under Non-Delegated User Management:

- a) an Approving Corporate Administrator uses paper form(s) to approve User and Account Changes; and
- b) an Approving Corporate Administrator may also be a User.

If the Subscribing Member is under Delegated User Management:

- c) an Approving Corporate Administrator may use the User Administration Service or paper form(s) to approve User and Account Changes;
- d) an Approving Corporate Administrator is also a Corporate Administrator; and
- e) an Approving Corporate Administrator may also be a User.

“ATM” means an Automated Teller Machine.

“Biometric Access Control” means a device and process that measures physiological characteristics, such as fingerprints, that is used to electronically verify a person's identity.

“Business” means a sole proprietorship, partnership, corporation, society, holding corporation, joint venture, association, or other business organization.

“Business Customer” means a Business customer or Business member of the Financial Institution with access to either:

- a) Direct Services for Business, or
- b) User Administration Service and Direct Services for Business.

“Conduct” means initiate and approve.

“Contaminant” means a computer virus, worm, lock, mole, time bomb, or any other code or instruction which may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware.

“Corporate Administrator” means a person approved by the Subscribing Member or a Related Party (if applicable) to access the User Administration Service to initiate User and Account Changes. Such User and Account Changes will not be made effective unless 1 or more Approving Corporate Administrators approve the User and Account Changes. A Corporate Administrator may also be an Approving Corporate Administrator and/or User. This definition only applies if the Subscribing Member is under Delegated User Management.

“Debit Card” means a card issued by the Financial Institution that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an ATM, approve Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants.

“Delegated User Management” means the state in which the Subscribing Member and each Related Party (if applicable) is approved, by the Financial Institution, to use the User Administration Service to make any User and Account Changes through Corporate Administrators and Approving Corporate Administrators.

“Direct Services for Business” means the services offered by the Financial Institution from time to time that allow a User to access the Account using an Access Terminal. Direct Services for Business does not include card services such as Debit Cards or Smart Cards provided by a Third Party.

“Financial Institution” means the financial institution set out in the Account Agreement.

“Instrument” means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable instrument, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

“Non-Delegated User Management” means the state in which the Financial Institution makes User and Account Changes as directed by the Subscribing Member and/or Related Party(ies) (if applicable). In this state, User and Account Changes are approved

by Approving Corporate Administrators. In this state, the Subscribing Member and Related Party(ies) (if applicable) are not approved to use the User Administration Service to make User and Account Changes.

“PAD” means a Preauthorized Debit.

“Password” means the personal access code or word used to authenticate Approving Corporate Administrators, Corporate Administrators, and Users.

“PIW” means the personal identification word selected by the Subscribing Member used in connection with Remote Instructions.

“Preauthorized Debit” means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with the Subscribing Member's and/or a Related Party's (if applicable) written request.

“Related Party” means a wholly owned subsidiary of the Subscribing Member, any corporation of which the Subscribing Member is a wholly owned subsidiary or any corporation which is a wholly owned subsidiary of a corporation of which the Subscribing Member is also a wholly owned subsidiary.

“Related Party's Account” means any of the Related Party's accounts or subaccounts (if applicable) that the Related Party may have now or in the future, at the Financial Institution.

“Remote Instructions” means instructions given to the Financial Institution with respect to the operation of the Account from a remote location using a telephone, mobile telephone, fax, or email or text message transmission in order to operate the Account or approve Transactions and make arrangements with the Financial Institution.

“Rules” means the regulations, by-laws, rules, and standards of the Canadian Payments Association, also referred to as Payments Canada, or any successor organization thereof, in effect from time to time.

“Signing Officer” means any person approved by the Subscribing Member, through any other channel except through Direct Services for Business, to sign Instruments or provide other orders for payments of money (either alone or with another person) on the Account, or to provide Remote Instructions or approve other Transactions on the Account and for whom notice of such authorization has been given to the Financial Institution.

“Smart Card” means a Debit Card that has an embedded integrated circuit that can process data and protect the cardholder from fraudulent use.

“Subscribing Member” means the Business Customer who holds the Subscribing Member's Account with the Financial Institution and is approved by the Financial Institution to use Direct Services for Business.

“Subscribing Member's Account” means any of the Subscribing Member's accounts or subaccounts (if applicable) that the Subscribing Member may have now or in the future, at the Financial Institution.

“Third Party” means any person, firm, corporation, association, organization, or entity other than the Financial Institution or Central 1 Credit Union (“Central 1”).

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

“User” means a person approved by the Subscribing Member or Related Party (if applicable) either alone or together with 1 or more Users, to view the Account, initiate Transactions, and/or approve Transactions using Direct Services for Business. A User may also be a Corporate Administrator and/or Approving Corporate Administrator.

“User and Account Changes” means changes made relating to Users and Accounts, including: the appointment of a new User; the removal of a User; the establishment or modification of a User's rights and limits; the appointment of a new Corporate Administrator and Approving Corporate Administrator; the removal of a Corporate Administrator and Approving Corporate Administrator, a change in the descriptive name of an Account; a change in an Account to be debited with service charges; the addition of an Account; and the deletion of an Account.

“User Administration Service” means the services offered by the Financial Institution from time to time that allow: a Corporate Administrator to initiate User and Account Changes using an Access Terminal with the Password and/or Biometric Access Control; and an Approving Corporate Administrator to approve User and Account Changes using an Access Terminal with the Password and/or Biometric Access Control. This definition only applies if the Subscribing Member is under Delegated User Management.

“Wire Transfer” means a Transaction whereby funds are electronically transferred from the Account to a person or entity. All Wire Transfers conducted using Direct Services for Business must be approved by 1 or more Users, with appropriate approving rights, using an Access Terminal and Biometric Access Control.

2. **USE OF THE USER ADMINISTRATION SERVICE** – User Administration Service only applies under Delegated User Management.

Under Delegated User Management, the Subscribing Member is responsible for designating Corporate Administrators and Approving Corporate Administrators. The Subscribing Member may approve the use of the User Administration Service for a Corporate Administrator to initiate User and Account Changes as may be permitted by the Financial Institution from time to time. User and Account Changes must be approved by 1 or more Approving Corporate Administrators before the User and Account Changes become effective. The Subscribing Member may approve the use of the User Administration Service for 1 or more Approving Corporate Administrators to approve User and Account Changes initiated by a Corporate Administrator.

TERMS AND CONDITIONS (CONTINUED)

Under Delegated User Management, the Subscribing Member may also approve and permit 1 or more Related Parties (if applicable) to approve the use of the User Administration Service for a Corporate Administrator to initiate User and Account Changes as may be permitted by the Financial Institution from time to time. User and Account Changes must be approved by 1 or more Approving Corporate Administrators before the User and Account Changes become effective. The Subscribing Member may approve and permit 1 or more Related Parties (if applicable) to approve the use of the User Administration Service for 1 or more Approving Corporate Administrators to approve User and Account Changes initiated by a Corporate Administrator.

The Financial Institution may, from time to time, add to or delete from the types of User and Account Changes permitted.

3. **USE OF DIRECT SERVICES FOR BUSINESS** – The Subscribing Member may approve and permit User(s) to access the Account and/or Conduct such Transactions as may be permitted by the Financial Institution from time to time. The Subscribing Member may approve and permit 1 or more Related Parties (if applicable) to approve the use of Direct Services for Business for a User to access the Account and/or Conduct such Transactions as may be permitted by the Financial Institution from time to time. The Financial Institution may, from time to time, add to or delete from the types of use permitted.

4. **CORPORATE ADMINISTRATORS, APPROVING CORPORATE ADMINISTRATORS, AND USERS** – In this Agreement, under Non-Delegated User Management, the Subscribing Member's responsibilities to the Financial Institution are to be performed by Approving Corporate Administrator(s) and User(s).

Under Non-Delegated User Management, the Subscribing Member may approve and permit the following, or may approve and permit 1 or more Related Parties (if applicable) to approve and permit the following:

- an Approving Corporate Administrator, either alone or together with 1 or more Approving Corporate Administrators, to sign the paper form(s) to approve User and Account Changes; and
- a User to access Direct Services for Business to view the Account and Conduct Transactions.

The Subscribing Member acknowledges that under Non-Delegated User Management:

- it is the Subscribing Member's exclusive obligation to verify the identity of each Approving Corporate Administrator and User at the time of his or her appointment by the Subscribing Member and/or any Related Party (if applicable); and
- the Financial Institution disclaims liability and is not responsible for the actions or omissions of Approving Corporate Administrators and Users.

In this Agreement, under Delegated User Management, the Subscribing Member's responsibilities to the Financial Institution are performed by Corporate Administrator(s), Approving Corporate Administrator(s), and User(s).

Under Delegated User Management, the Subscribing Member may approve and permit the following, or may approve and permit 1 or more Related Parties (if applicable) to approve and permit the following:

- a Corporate Administrator to access the User Administration Service to initiate User and Account Changes;
- an Approving Corporate Administrator, either alone or together with 1 or more Approving Corporate Administrators, to access the User Administration Service to approve User and Account Changes; and
- a User to access Direct Services for Business to view the Account and Conduct Transactions.

The Subscribing Member acknowledges that under Delegated User Management:

- it is the Subscribing Member's exclusive obligation to verify the identity of each Corporate Administrator, Approving Corporate Administrator, and User at the time of his or her appointment by the Subscribing Member and/or any Related Party (if applicable); and
- the Financial Institution disclaims liability and is not responsible for the actions or omissions of Corporate Administrators, Approving Corporate Administrators, and Users.

The Subscribing Member shall determine whether each User can perform 1 or more of the following:

- view an Account;
- initiate a Transaction; and
- approve a Transaction.

The Subscribing Member shall determine the number of and designate the Users required to approve a Transaction.

Under Non-Delegated User Management, the number of Approving Corporate Administrators required to approve User and Account Changes is determined by the Financial Institution. The Subscribing Member shall designate the Approving Corporate Administrators required to approve User and Account Changes (as determined by the Financial Institution) on paper form(s).

Under Delegated User Management, the Subscribing Member shall determine the number of and designate the Approving Corporate Administrators required to approve User and Account Changes initiated through the User Administration Service.

A User, either alone or together with 1 or more Users, can request through Direct Services for Business that the Financial Institution cease printing and mailing statements of the Account to the Subscribing Member and/or to any 1 or more Related Parties (if applicable). The Subscribing Member shall designate the number of Users required to request any such cessation of printing and mailing of statements of the Account.

The Subscribing Member acknowledges and shall ensure that each Related Party (if applicable) acknowledges that the Financial Institution disclaims liability and is not responsible to maintain in its records any identifying information on the Related Party(ies) (if applicable), Corporate Administrator(s), Approving Corporate Administrator(s), and User(s).

The Subscribing Member acknowledges and shall ensure that each Related Party (if applicable) acknowledges that the Financial Institution disclaims liability and the Subscribing Member is solely responsible for ensuring that the Users have access to the Account.

At the request of the Financial Institution, the Subscribing Member must provide full particulars of the identities of any and all Related Parties (if applicable), Corporate Administrators, Approving Corporate Administrators, and Users.

5. **USE OF BIOMETRIC ACCESS CONTROL** – Notwithstanding any other terms and conditions, the Subscribing Member acknowledges and shall ensure that each Related Party (if applicable) acknowledges that in order for:

- a Corporate Administrator to initiate any User and Account Changes relating to a Wire Transfer, he or she must use Biometric Access Control;
- an Approving Corporate Administrator to approve any User and Account Changes relating to a Wire Transfer, he or she must use Biometric Access Control; and
- a User to Conduct a Wire Transfer, he or she must use Biometric Access Control.

6. **RELATED PARTIES** – If the Subscribing Member approves and permits a Related Party to approve any 1 or more of the following:

- Corporate Administrators;
- Approving Corporate Administrators; and
- Users to perform any actions related to the Account, as may be permitted by the Financial Institution from time to time, the Subscribing Member will ensure that such Related Party complies with this Agreement.

The Subscribing Member acknowledges and agrees that a Related Party may approve 1 or more Corporate Administrators, Approving Corporate Administrators, and Users to perform such actions, related to the Account, as may be permitted by the Financial Institution from time to time only if such Related Party complies with this Agreement.

The Subscribing Member acknowledges and ensures that each Related Party acknowledges that the Financial Institution disclaims liability and is not responsible for the actions or omissions of any Related Party. The Subscribing Member also acknowledges that the Subscribing Member has an exclusive obligation to verify the identity of the Related Party at the time the Subscribing Member approves such Related Party to approve any 1 or more Corporate Administrators, Approving Corporate Administrators, and Users to perform any actions related to the Account.

7. **SERVICE CHARGES AND FEES** – The Subscribing Member will pay the service charges that the Financial Institution establishes from time to time for the User Administration Service (if applicable) and Direct Services for Business and fees incurred, including, without limitation, service charges for providing records regarding the Subscribing Member and/or the Related Party(ies) (if applicable) that the Financial Institution is legally required to provide, or fees imposed by a Third Party. The Financial Institution can deduct such obligations from the Account when the service is requested or performed. New or amended service charges and fees will become effective following publication when the service is requested or performed, or when incurred, and in any event, no later than 30 days after publication by the Financial Institution.

8. **AVAILABILITY OF THE USER ADMINISTRATION SERVICE AND DIRECT SERVICES FOR BUSINESS** – The Subscribing Member acknowledges and shall ensure that each Related Party (if applicable) acknowledges that the availability of the User Administration Service and the availability of Direct Services for Business depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to the Financial Institution, Central 1, and Third Parties, and that there is no guarantee or obligation to provide continuous or uninterrupted service. The Financial Institution and Central 1 are not liable for any cost, loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, or consequential, that the Subscribing Member and the Related Party(ies) (if applicable) may suffer in any way arising from non-continuous or interrupted service, or the Financial Institution or Central 1 providing or failing to provide the User Administration Service, Direct Services for Business, or both, or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment, or other technical malfunctions or disturbances for any reason whatsoever; nor are the Financial Institution or Central 1 liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, garbled, or delayed transmissions, or online failures (collectively, "Interruption Claims"). The Subscribing Member releases and agrees and shall ensure that each Related Party (if applicable) releases and agrees to hold harmless the Financial Institution and Central 1 from any and all Interruption Claims.

9. **AUTHORIZATION** – The Subscribing Member acknowledges and agrees and shall ensure that each Related Party (if applicable) acknowledges and agrees that:

TERMS AND CONDITIONS (CONTINUED)

- a) using the Password or Biometric Access Control, to authorize:
 - i) an initiation of User and Account Changes,
 - ii) an approval of User and Account Changes,
 - iii) a view of the Account, or
 - iv) a Transaction constitutes authorization of that initiation, approval, view, or Transaction, respectively, in the same manner as if authorization was given by the Subscribing Member in person or as otherwise contemplated or permitted by the Account Agreement;
- b) the Subscribing Member will be bound by each such initiation, approval, view, or Transaction as referred to in subsection a); and
- c) once the Password or Biometric Access Control has been used to authorize an initiation of User and Account Changes, an approval of User and Account Changes, a view of the Account, or a Transaction, the initiation, approval, view, or Transaction, respectively, cannot be revoked or countermanded.

The Subscribing Member irrevocably authorizes and directs and shall ensure that each Related Party (if applicable) irrevocably authorizes and directs the Financial Institution to implement all authorized User and Account Changes, as described in this section 9, and to debit or credit, as the case may be, the amount of any authorized Transaction, as described in this section 9, to the Account, in accordance with the normal practices of the Financial Institution, which may be amended from time to time without notice.

10. PIW, PASSWORD, AND BIOMETRIC ACCESS CONTROL CONFIDENTIALITY

– The Financial Institution can require the Subscribing Member to select and use a PIW in connection with this Agreement. The Subscribing Member may disclose the PIW to a Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and/or User. The Subscribing Member agrees and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User agrees:

- a) to keep the PIW confidential and will only reveal it to approved Financial Institution officers when required by the Financial Institution, and
- b) not to record the PIW in any format or medium.

The Subscribing Member can change the PIW at any time. The Subscribing Member agrees to change the PIW if and when required by the Financial Institution. The Subscribing Member acknowledges and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User acknowledges that the PIW must be changed if there is a change in the person(s) approved to provide Remote Instructions on the Account.

The Subscribing Member agrees and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User agrees:

- c) to keep the Password confidential, and
- d) not to record the Password in any format or medium.

The Subscribing Member and each Related Party (if applicable) agrees that each Corporate Administrator, Approving Corporate Administrator, and User may change the Password at any time. The Subscribing Member ensures that each Corporate Administrator, Approving Corporate Administrator, and User agrees to change the Password if and when required by the Financial Institution.

The Subscribing Member agrees and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User agrees to reset the physiological characteristics of the Biometric Access Control if and when required by the Financial Institution.

The Subscribing Member acknowledges and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User acknowledges that if he, she or it is no longer approved by the Subscribing Member or Related Party(ies) (if applicable) to initiate User and Account Changes, approve User and Account Changes, view the Account, or Conduct a Transaction, then the Subscribing Member shall ensure that the appropriate User and Account Change(s) are made immediately in order that such person or entity no longer has access to the Account.

The Subscribing Member is responsible for all use of the PIW, Password, and/or Biometric Access Control and for all Transactions approved using Direct Services for Business.

The Subscribing Member acknowledges and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User acknowledges that the Financial Institution may from time to time implement additional security measures, and the Subscribing Member will and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User will comply with all instructions and procedures issued by the Financial Institution in respect of such security measures.

11. **REMOTE INSTRUCTIONS** – The Subscribing Member and any Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, or User may provide Remote Instructions to a branch of the Financial Institution. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

The Financial Institution may, but will not be obliged to, act on Remote Instructions received in the name of the Subscribing Member or any Related Party (if applicable) to the same extent as if the Remote Instructions were written instructions delivered to the Financial Institution by mail signed by the Signing Officer(s) approved to operate the Account. Any such Remote Instructions are deemed genuine.

The Financial Institution may, in its sole discretion, delay acting on or refuse to act on any Remote Instruction.

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

Remote Instructions can be transmitted to the Financial Institution at the telephone or fax number or email address provided by the Financial Institution, or at such other telephone or fax number or email address as the Financial Institution may advise the Subscribing Member by notice in writing. Any 1 Corporate Administrator, Approving Corporate Administrator, or User may act alone and provide Remote Instructions to the Financial Institution, even if 2 or more Corporate Administrators, Approving Corporate Administrators, or Users are required to operate the Account. The Financial Institution is entitled to assume that any person identifying himself or herself as a Corporate Administrator, Approving Corporate Administrator, or User is in fact a Corporate Administrator, Approving Corporate Administrator, or User, respectively and can rely upon such and the Financial Institution may act on the Remote Instructions provided by any such person. All Remote Instructions given to the Financial Institution in the name of the Subscribing Member will bind the Subscribing Member.

The Subscribing Member acknowledges and agrees and shall ensure that each Related Party (if applicable) acknowledges and agrees that all Remote Instructions given to the Financial Institution in the name of any Related Party (if applicable) will bind the Related Party.

12. VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY THE FINANCIAL INSTITUTION

– All Transactions are subject to verification and acceptance by the Financial Institution and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unapproved, the Financial Institution may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date the User(s) approved the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time the Financial Institution, acting reasonably, ever determines that a credit to or traced to the Account was induced through or tainted by fraud or unlawful conduct, the Financial Institution may place a hold on the credit or reverse the credit.

13. **RECORDS** – The Financial Institution's records of all Transactions will be deemed to be correct and will be conclusive and binding on the Subscribing Member and each Related Party (if applicable). All Transactions will appear on the regular statements of account for the Account.

If the Subscribing Member and/or any Related Party (if applicable) believes or suspects that the records of the Financial Institution contain an error or omission, or reflect unapproved Account activity, the Subscribing Member and/or Related Party (if applicable) must give immediate written notice to the Financial Institution, and in any event, must do so within the time provided in the Account Agreement.

A copy of any fax or email message constituting Remote Instructions or the Financial Institution's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by the Subscribing Member and/or Related Party (if applicable). The Subscribing Member and/or Related Party (if applicable) will not object to the admission of the Financial Institution's or Central 1's records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

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

In the absence of evidence to the contrary, the records of the Financial Institution are conclusive for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between a Related Party (if applicable) and the Financial Institution in respect of any electronic Transaction.

14. **LIABILITY FOR ERRORS AND OMISSIONS** – If the Financial Institution makes an error or omission in recording any Transaction, the Financial Institution is only liable for the amount of the error or omission if the Subscribing Member has not caused or contributed to the error or omission in any way, has complied with this Agreement and the Account Agreement, and has given written notice to the Financial Institution within the time provided in the Account Agreement.

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

15. **EXCLUSION OF FINANCIAL INSTITUTION RESPONSIBILITY** – The Financial Institution is not responsible for any loss or damage suffered or incurred by the Subscribing Member and any Related Party (if applicable) except to the extent caused by the gross negligence or willful misconduct of the Financial Institution, and in any

TERMS AND CONDITIONS (CONTINUED)

such case the Financial Institution will not be liable for any indirect, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if the Financial Institution has been advised of the possibility of such damages. In no event will the Financial Institution be liable for any loss or damage suffered by the Subscribing Member and any Related Party (if applicable) that is caused by:

- a) the actions of, or any failure to act by, any Third Party (and no Third Party will be considered to be acting as an agent for the Financial Institution unless expressly approved to do so);
- b) the inaccuracies in, or inadequacies of, any information furnished by the Subscribing Member and any Related Party (if applicable) to the Financial Institution;
- c) the failure by the Financial Institution to perform or fulfill any of its obligations to the Subscribing Member and any Related Party (if applicable) due to any cause beyond the Financial Institution's control; or
- d) forged, unapproved, or fraudulent use of services, or forged, unapproved, or fraudulent instructions or material alteration to an instruction, including Remote Instructions.

16. RISKS AND DUTIES – Except for loss caused exclusively by the Financial Institution's gross negligence or intentional willful misconduct, and subject to the limitations of liability in this Agreement and the Account Agreement, the Subscribing Member assumes all risk of loss due to the use of the User Administration Service and Direct Services for Business, including without limitation, the risk of Third Party fraud and internal fraud of the Subscribing Member and any Related Party (if applicable). The Subscribing Member further agrees and will ensure each Related Party (if applicable) agrees to notify the Financial Institution immediately:

- a) of any suspected or actual misuse or unapproved use of the PIW, Password, and/or Biometric Access Control, or
- b) if the PIW and/or Password becomes known to anyone other than the Subscribing Member.

The Subscribing Member acknowledges that the Subscribing Member is responsible for all use made of the PIW, Password, and/or Biometric Access Control and that the Financial Institution is not liable for the Subscribing Member's and each Related Party's (if applicable) failure to comply with any part of this Agreement. The Subscribing Member is liable for all approved and unapproved use, including all withdrawals on and any transfers from any Account. The Subscribing Member is also liable for all fraudulent or worthless deposits made into the Account.

The Subscribing Member acknowledges that the Subscribing Member is liable for all transfers approved by the User(s) to linked Accounts. The Subscribing Member bears all risk for all such Transactions.

Where the Subscribing Member and/or any Related Party (if applicable) knows of facts that give rise or ought to give rise to suspicion that any Transactions, or instructions in respect of the Accounts, or Instruments deposited to the Accounts are fraudulent, unapproved, counterfeit, or otherwise likely to be returned to the Financial Institution or found not to be valid for any reason, the Subscribing Member and/or any Related Party (if applicable), as the case may be, has a duty to make reasonable inquiries of proper parties into such Transactions, instructions, or Instruments, as the case may be, to determine whether they are valid approved Transactions, instructions, or Instruments, as the case may be, before negotiating or, alternatively, accessing any funds derived from such Transactions, instructions, or Instruments, and to disclose to the Financial Institution the Subscribing Member's and/or any Related Party's (if applicable), as the case may be, suspicion and the facts upon which the Subscribing Member's and/or any Related Party's (if applicable), as the case may be, suspicion is based ("Suspicious Circumstances").

The Financial Institution may, in its sole discretion, investigate any Suspicious Circumstances disclosed by the Subscribing Member and/or any Related Party (if applicable) but the Financial Institution does not owe the Subscribing Member or any Related Party (if applicable) any obligation to undertake its own investigation of Suspicious Circumstances. The Financial Institution may place a hold on all or some of the Accounts pending investigation of any improper use of any Account. Any hold imposed by the Financial Institution pursuant to any of the terms of this Agreement, or investigation undertaken by the Financial Institution, is imposed or undertaken by the Financial Institution in the Financial Institution's sole discretion and for the Financial Institution's sole benefit.

Release of a hold by the Financial Institution is not a confirmation that a Transaction, instruction, or Instrument is in fact good and may not be relied upon as such by the Subscribing Member and/or any Related Party (if applicable). If any improper use is established to the satisfaction of the Financial Institution, the Financial Institution can withdraw or suspend the User Administration Service, Direct Services for Business, and/or operation of the Account without notice.

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

- a) If the Subscribing Member, a Related Party (if applicable), and an applicable Corporate Administrator, Approving Corporate Administrator, and/or User did not reveal the PIW to any other person or write it down or otherwise record it, the Subscribing Member will not be liable for any unapproved use that occurs after the Financial Institution has received written notice from the Subscribing Member that the PIW may have become known to someone other than the Subscribing

Member, the Related Party(ies) (if applicable), and applicable Corporate Administrator(s), Approving Corporate Administrator(s), and/or User(s). The Financial Institution will not be considered to have received written notice until the Financial Institution gives the Subscribing Member written acknowledgement of receipt of such notice.

- b) If the Subscribing Member, a Related Party (if applicable), a Corporate Administrator, an Approving Corporate Administrator, and/or a User did not reveal the Password to any other person or write it down or otherwise record it, the Subscribing Member will not be liable for any unapproved use that occurs after the Financial Institution has received written notice from the Subscribing Member that the Password may have become known to someone other than the Subscribing Member, Related Party(ies) (if applicable), Corporate Administrator(s), Approving Corporate Administrator(s), and/or User(s). The Financial Institution will not be considered to have received written notice until the Financial Institution gives the Subscribing Member written acknowledgement of receipt of such notice.
- c) The Financial Institution will not be liable for any damages or other liabilities that the Subscribing Member and any Related Party (if applicable) may incur by reason of the Financial Institution acting, or failing to act, on Remote Instructions given in the name of the Subscribing Member and/or a Related Party (if applicable) whether or not the Subscribing Member, a Related Party (if applicable), a Corporate Administrator, an Approving Corporate Administrator, and/or a User actually gave the Remote Instructions. The Financial Institution will not be liable for any damages or other liabilities that the Subscribing Member and any Related Party (if applicable) may incur by reason of the Financial Institution acting, or failing to act, on no statement requests made by the Subscribing Member, a Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and/or User through Direct Services for Business whether or not the Subscribing Member, Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and/or User actually gave the Remote Instructions.
- d) If the Subscribing Member, a Related Party (if applicable), a Corporate Administrator, an Approving Corporate Administrator, and/or a User did not allow any other person to use the Subscribing Member's, Related Party's (if applicable), Corporate Administrator's, Approving Corporate Administrator's, and/or User's Biometric Access Control, the Subscribing Member will not be liable for any unapproved use that occurs after the Financial Institution has received written notice from the Subscribing Member that the Biometric Access Control has been used by someone other than the Subscribing Member, Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and/or User. The Financial Institution will not be considered to have received written notice until the Financial Institution gives the Subscribing Member written acknowledgement of receipt of such notice.

18. PROCEDURES FOR ADDRESSING UNAPPROVED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS – In the event of a problem with Direct Services for Business Transactions or unapproved Direct Services for Business Transactions, the Subscribing Member will report the issue promptly to the Financial Institution. The Financial Institution will investigate and respond to the issue on a timely basis.

The Financial Institution will not unreasonably restrict the Subscribing Member from the use of any funds subject to dispute, as long as it is reasonably evident that the Subscribing Member, any Related Party (if applicable), any Corporate Administrator, any Approving Corporate Administrator, or any User did not cause or contribute to the problem or unapproved Transaction, has fully cooperated with the investigation, and has complied with this Agreement and the Account Agreement. The Financial Institution will respond to reports of a problem or unapproved Transaction within 10 business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by the Subscribing Member. Reimbursement will be made for losses from a problem or unapproved Transaction in this time frame provided that on the balance of probabilities it is shown that the Subscribing Member, and all Related Parties (if applicable), Corporate Administrators, Approving Corporate Administrators, and Users took all reasonable and required steps to:

- a) protect the confidentiality of the PIW, Password, and Biometric Access Control as required by this Agreement and the Account Agreement, and
- b) use security safeguards to protect against loss, theft, and unapproved access as required by this Agreement and the Account Agreement.

19. INTERNET SECURITY – If the User Administration Service, Direct Services for Business, or both are made available through the Internet, the Subscribing Member acknowledges and shall ensure each Related Party (if applicable) acknowledges that although the Financial Institution uses security safeguards to protect against loss, theft, and unapproved access, because of the nature of data transmission over the Internet, security is not guaranteed and information is transmitted at the risk of the Subscribing Member.

The Subscribing Member acknowledges and shall ensure that any Access Terminal used to access the User Administration Service, Direct Services for Business, or both must have a current anti-virus program, an anti-spyware program, and a firewall, and that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User acknowledges that it is his or her personal responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. The Subscribing Member further acknowledges and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User acknowledges that to reduce the risk of unapproved access to the Account, he or she will sign out of Direct Services for Business and/or the User Administration Service and close the browser(s) when finished using the browser(s).

TERMS AND CONDITIONS (CONTINUED)

The Subscribing Member further acknowledges and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User acknowledges that using public or shared computers and Access Terminals to access the User Administration Service, Direct Services for Business, or both increases the risk of unapproved access to the Account and will take all reasonable precautions to avoid such use.

20. LINKS – If the User Administration Service, Direct Services for Business, or both are made available through the Internet, the Financial Institution's website may provide links to other websites, including those of Third Parties who may also provide services to the Subscribing Member. The Subscribing Member acknowledges that all those websites are independent from the Financial Institution's. The Financial Institution and Central 1 have no liability for those websites or their contents or their use. Links are provided for convenience only and the Subscribing Member assumes all risk resulting from accessing or using such websites.

21. THIRD PARTY SERVICES – The Financial Institution and Central 1 may from time to time make services provided by Third Parties available through the Financial Institution's website. The Subscribing Member acknowledges and agrees and shall ensure that each Related Party (if applicable) acknowledges and agrees that:

- a) the Financial Institution and Central 1 make the services of Third Parties available through its website for the convenience of its Subscribing Members. The services are provided by the Third Party and not the Financial Institution or Central 1. The Subscribing Member's relationship with the Third Party shall be a separate relationship, independent of the relationship between the Subscribing Member and the Financial Institution and Central 1 and such a relationship is outside the control of the Financial Institution and Central 1;
- b) the Financial Institution and Central 1 make no representation or warranty to the Subscribing Member and/or any Related Party (if applicable) with respect to any services provided by a Third Party even though those services may be accessed by the Subscribing Member, a Related Party (if applicable), or a User through the Financial Institution's website or through Direct Services for Business;
- c) the Subscribing Member assumes all risks associated with accessing or using the services of Third Parties;
- d) the Financial Institution and Central 1 have no responsibility or liability to the Subscribing Member and the Related Party(ies) (if applicable) in respect of services provided by a Third Party;
- e) any dispute that relates to services provided by a Third Party is strictly between the Subscribing Member and the Third Party or a Related Party (if applicable) and the Third Party, and the Subscribing Member and any Related Party(ies) (if applicable) will raise no defence or claim against the Financial Institution and/or Central 1; and
- f) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* may apply to the services provided by Third Parties and that the Third Parties will from time to time adopt policies and procedures to address the reporting and record-keeping requirements of that legislation.

22. INDEMNITY – The Subscribing Member agrees to indemnify, defend, and hold the Financial Institution and its service providers and Central 1 and all of their connected parties, including without limitation their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including without limitation reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the Subscribing Member's and any Related Party's (if applicable) use of the User Administration Service, Direct Services for Business, or both. The Subscribing Member shall and will ensure that each Related Party (if applicable) shall assist and cooperate as fully as reasonably required by the Indemnified Parties in the defense of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement. Without limiting the foregoing, the Subscribing Member will indemnify and save the Indemnified Parties harmless from and against all liability, costs, damages, and expenses incurred by the Indemnified Parties as a result of:

- a) any of the Indemnified Parties making the User Administration Service available to the Subscribing Member and any Related Party(ies) (if applicable),
- b) any of the Indemnified Parties making Direct Services for Business available to the Subscribing Member and any Related Party(ies) (if applicable),
- c) any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions,
- d) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by Subscribing Member, Related Party(ies), Corporate Administrator(s), Approving Corporate Administrator(s), and/or User(s) through Direct Services for Business, or
- e) any other Transaction approved by a User.

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

23. DIRECT SERVICES FOR BUSINESS ACKNOWLEDGEMENT – The Subscribing Member acknowledges and agrees and shall ensure that each Related Party (if applicable) acknowledges and agrees that:

- a) when transfers, Wire Transfers, and bill payments are approved through Direct Services for Business, funds are deemed irrevocably transferred out of the Account and the Transaction cannot be revoked or countermanded by the Subscribing Member or any Related Party (if applicable);
- b) anyone with access to the Password may be able to access Direct Services for Business and may use the Password to transfer money out of an Account, set up bill payment arrangements, make bill payments, and approve any other Transaction;
- c) the Financial Institution will not be liable in any way to the Subscribing Member, any Related Party (if applicable), or any other person or entity for processing or accepting on the Account any Transaction resulting in the transfer of money out of the Account or in the payment of bills, even if the money is used for the benefit of a person or entity other than the Subscribing Member or any Related Party(ies) (if applicable), or if bills owed by a person or entity other than the Subscribing Member or any Related Party(ies) (if applicable) are paid;
- d) the Subscribing Member will be liable for all Transactions using Direct Services for Business, including Transactions that benefit a person or entity other than the Subscribing Member or any Related Party(ies) (if applicable) or that result in the payment of bills owed by a person or entity other than the Subscribing Member or any Related Party(ies) (if applicable); and
- e) a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.

24. NO STATEMENT REQUEST AND ONGOING VERIFICATION OBLIGATIONS – If, at the request of the Subscribing Member or any Related Party (if applicable) (through the Subscribing Member, Related Party(ies), Corporate Administrator(s), Approving Corporate Administrator(s), and/or User(s)), the Financial Institution agrees to cease printing and mailing statements of account for the Account to the Subscribing Member, the Subscribing Member acknowledges and agrees and ensures that each Related Party (if applicable) acknowledges and agrees that:

- a) the Subscribing Member will be responsible to obtain (whether from the Financial Institution or using Direct Services for Business) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by the end of the following calendar month (the "Notification Date"), notify the Financial Institution of any errors, irregularities, or omissions in that account record or in any Instrument or other items or of any forgeries and any debits wrongly made to the Account;
- b) notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, or omissions of which the Subscribing Member has notified the Financial Institution in writing on or before the Notification Date), the Subscribing Member agrees and shall ensure that each Related Party (if applicable) agrees that:
 - i) the amount of the balances shown on the last day of the calendar month is correct and binding on the Subscribing Member subject to the right of the Financial Institution to make reversals in accordance with this Agreement and the Account Agreement,
 - ii) all amounts charged to the Account are valid,
 - iii) the Subscribing Member and any Related Party(ies) (if applicable) are not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month,
 - iv) the Subscribing Member has verified the validity of any Instruments and instructions, and
 - v) the use of any service shown is correct.

The Subscribing Member acknowledges and shall ensure that each Related Party (if applicable) acknowledges that:

- vi) notwithstanding that a negotiable Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by the Financial Institution and the time for return by any process of law has expired. The credit represented by a negotiable Instrument that is not honoured and collected may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly, and
 - vii) notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by the Financial Institution. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.
- c) Despite Subsection b) above, the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:
- i) where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting, and

TERMS AND CONDITIONS (CONTINUED)

- ii) where the purpose of the PAD was for payment of goods and services related to commercial activities of the Subscribing Member or any Related Party (if applicable), the time period for making such a claim is 10 business days from the date of debiting.

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

25. BILL PAYMENTS MADE THROUGH DIRECT SERVICES FOR BUSINESS – The Subscribing Member acknowledges and agrees and shall ensure that each Related Party (if applicable) acknowledges and agrees that:

- a) bill payments made through Direct Services for Business are not processed immediately and that the time period for processing depends upon a number of factors including, without limitation, the time when the bill payment is approved and the internal accounting processes of the bill payment recipient;
- b) it is the responsibility of the Subscribing Member to ensure that bill payments are approved in sufficient time for the payment to be received by the bill payment recipient before its due date; and
- c) the Financial Institution and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in the processing of bill payments.

26. USER ADMINISTRATION SERVICE, DIRECT SERVICES FOR BUSINESS, AND THIRD PARTIES – In respect of all User Administration Service, Direct Services for Business, and any Third Party services made available by the Financial Institution, the Subscribing Member shall not, and shall ensure that each Related Party (if applicable), Corporate Administrator, Approving Corporate Administrator, and User does not:

- a) use services for an illegal, fraudulent, or defamatory purpose, and
- b) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the User Administration Service, Direct Services for Business, or Third Party services).

In the event of a breach of the provisions of a) or b), the Subscribing Member's, the Related Party(ies)' (if applicable), Corporate Administrator(s)', Approving Corporate Administrator(s)', and/or User(s)' participation in the User Administration Service, Direct Services for Business, or any service provided by a Third Party may be suspended or terminated.

27. WIRE TRANSFER – If the Financial Institution, through Direct Services for Business, makes Wire Transfers available and the Subscribing Member and/or any Related Party (if applicable) uses the Wire Transfers, then:

- a) the Subscribing Member agrees and shall ensure that each Related Party (if applicable) agrees that the Wire Transfer is final once sent;
- b) the Subscribing Member agrees and shall ensure that each Related Party (if applicable) and User agrees to fully disclose any suspicious circumstances relating to any deposit on which the Wire Transfer is based. The Subscribing Member agrees and shall ensure that each Related Party (if applicable) agrees that the deposit item can be reversed after clearing or following lifting of a hold. If the Wire Transfer is based on any item that is later returned for any reason, the loss will be to the Account;
- c) the Subscribing Member agrees and shall ensure that each Related Party (if applicable) agrees that if a recall request is made, there is no guarantee that any refund will be received, that processing charges will apply regardless of any refund, and on a foreign currency Wire Transfer, any refund will be made using the rate of exchange and processing charges in effect on the date of the refund and not the rate of exchange in effect on the date of original Wire Transfer confirmation;
- d) the Subscribing Member agrees and shall ensure that each Related Party (if applicable) agrees that the Financial Institution cannot and will not guarantee the date a Wire Transfer is sent from the Account. The Subscribing Member agrees and shall ensure that each Related Party (if applicable) agrees that the Financial Institution and Central 1 will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of any Wire Transfers;
- e) the Financial Institution and Central 1 reserve the right to refuse to accept any User's request for access to the Wire Transfer service;
- f) the Financial Institution and Central 1 reserve the right to refuse to accept any request to send or receive a Wire Transfer; and
- g) the Subscribing Member agrees and shall ensure that each Related Party (if applicable) agrees that the Financial Institution may, at its sole discretion, limit the type of Wire Transfers it sends and receives.

28. TRANSFERS WITH LINKED ACCOUNTS – If the Financial Institution, through Direct Services for Business, enables the Subscribing Member and Related Party(ies) (if applicable) to link multiple Accounts to a single user name to allow the Subscribing Member, Related Party(ies) (if applicable), and/or User(s) to access the Accounts from a single user name, it will not constitute merging the Accounts. If the Accounts are linked through Direct Services for Business, then:

- a) the Financial Institution reserves the right to refuse to accept any Account;

- b) the Subscribing Member agrees and shall ensure each Related Party (if applicable) and User agrees that the Financial Institution, at its discretion, may limit the type of transfers that can be conducted between the Accounts, specifically whether transfers will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;
- c) the Financial Institution reserves the right to limit the number of Accounts that can be linked;
- d) the Financial Institution reserves the right to limit the dollar amount of transfers to or from a linked Account;
- e) the Financial Institution reserves the right to limit the number of transfers to and from a linked Account;
- f) the Financial Institution reserves the right to apply a hold on the transfer amount to a linked Account for a period of time to be determined by the Financial Institution during which time the transfer or portion thereof will not be accessible to the Subscribing Member and any Related Party(ies) (if applicable);
- g) the Subscribing Member agrees and shall ensure that each Related Party (if applicable) and User agrees that the Financial Institution cannot guarantee the date of transfer to a linked Account. The Financial Institution and Central 1 will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of transfers; and
- h) all transfers will be reversed if the transfer cannot be delivered or if it is returned for any reason.

29. VIEWING CHEQUE IMAGING – The Financial Institution may, in connection with Direct Services for Business, permit User(s) to view and print images of Instruments drawn on the Account and such images may be made available before the Financial Institution has determined whether the Instrument will be honoured or accepted. The Subscribing Member acknowledges and agrees and shall ensure that each Related Party (if applicable) acknowledges and agrees that such images are made available by the Financial Institution as a service to the Subscribing Member and the provision of such images does not mean that the Transaction has been processed, nor does it in any way oblige the Financial Institution to honour or accept the Instrument.

30. MODIFICATION OF AGREEMENT – The Financial Institution may, in its sole discretion, amend the Terms and Conditions of this Agreement as it relates to the Subscribing Member's and each Related Party's (if applicable) future use of Direct Services for Business and/or the User Administration Service from time to time, for any reason, without any liability to the Subscribing Member and any Related Party(ies) (if applicable) or any other person. The Financial Institution may provide such notice of a change to this Agreement by mailing notice to the Subscribing Member's last known address, by posting notice at the Financial Institution's premises, by personal delivery, or by any other means the Financial Institution considers appropriate. The Subscribing Member and each Related Party (if applicable) is responsible for regularly reviewing the Terms and Conditions of this Agreement. If the Subscribing Member or a Related Party (if applicable) uses the Direct Services for Business and/or the User Administration Service after the effective date of an amendment to this Agreement, it will mean that the Subscribing Member and Related Party(ies) (if applicable) agree(s) to the amendment and adopt(s) and is/are bound by the newer version of this Agreement. The Subscribing Member and the Related Party(ies) (if applicable) may not change, supplement, or amend this Agreement by any means.

31. OTHER AGREEMENTS – In addition to this Agreement, the Terms and Conditions of the Account Agreement between the Subscribing Member and the Financial Institution will apply to Direct Services for Business, the User Administration Service, and to Transactions made under this Agreement, except as expressly provided otherwise in this Agreement. If there is a conflict between the Terms and Conditions of the Account Agreement or any other agreements between the Subscribing Member and the Financial Institution and the Terms and Conditions of this Agreement, then the Terms and Conditions of this Agreement will apply in respect of Direct Services for Business and the User Administration Service. There are no representations or warranties made by the Financial Institution to the Subscribing Member or to any Related Party (if applicable) concerning the User Administration Service and Direct Services for Business except for the representations, warranties, and obligations of the Financial Institution as expressly set out in this Agreement. Any advice, information, or statements provided by the Financial Institution, Central 1, or their service providers, agents, or their representatives, whether oral or written, will not create any representation, warranty, or condition, or vary or amend this Agreement, including the above liability exclusions, liability limitations, release and indemnity provisions, and the Subscribing Member and any Related Party (if applicable) may not rely upon any such advice or information.

32. NOTICES – Any notice required or permitted to be given in connection with this Agreement must be in writing and must be addressed and delivered to the party to whom the notice is to be given, at the address or fax number set forth on the Account Agreement in the case of notices to the Financial Institution and to the Subscribing Member's last known address in the case of the Subscribing Member, or at such other address or fax number as the party to whom the notice is to be given may have advised the party giving the notice in writing.

33. TERMINATION – This Agreement may be terminated by either the Financial Institution or the Subscribing Member on not less than 1 business day's prior written notice. Any notice of termination shall not release the Subscribing Member and any Related Party(ies) (if applicable) from any obligations incurred under this Agreement prior to its termination.

TERMS AND CONDITIONS (CONTINUED)

34. **ELECTRONIC EXECUTION** – This Agreement may be executed electronically. Use of the User Administration Service, Direct Services for Business, or both shall be deemed to be acceptance of these Terms and Conditions as of the date of first use.
35. **APPLICABLE LAW** – Notwithstanding the location of the branch of the Account, the jurisdiction of incorporation of the Financial Institution, the place of business of the Subscribing Member, or the place of business of each Related Party (if applicable), this Agreement is governed by the laws of British Columbia and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.
36. **ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each Related Party (if applicable), the Financial Institution, and the Subscribing Member, and their successors and assigns.
37. **PROCEEDS OF CRIME LEGISLATION** – The Subscribing Member acknowledges and shall ensure that each Related Party (if applicable) acknowledges that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* apply to the operation of the Account and that the Financial Institution will from time to time adopt policies and procedures to address the reporting, record-keeping, and client identification requirements of that legislation. The Subscribing Member agrees and shall ensure that each Related Party (if applicable) agrees to abide by and comply with all such laws and procedures.
38. **CONFIDENTIALITY** – The Financial Institution, its subsidiaries, its affiliates, and its agents may collect, use, and disclose the Subscribing Member's and each Related Party's (if applicable) personal information in order to provide financial services and products to the Subscribing Member and the Related Party(ies) (if applicable), to identify and inform the Subscribing Member and the Related Party(ies) (if applicable) about services or products for which the Subscribing Member and the Related Party(ies) (if applicable) may be eligible, to verify or determine the Subscribing Member's, Related Party(ies)' (if applicable), Corporate Administrators', Approving Corporate Administrators', and/or Users' identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and the privacy policies of the Financial Institution. The Financial Institution may obtain, collect, use, and release confidential Subscribing Member information and confidential Related Party (if applicable) information as permitted or required by law or in a court proceeding or with the Subscribing Member's and Related Party's (if applicable), respective consent.
- The Subscribing Member agrees that the Financial Institution may collect credit or other personal information about the Subscribing Member and the Related Party(ies) (if applicable) from Third Parties such as credit reporting agencies, credit grantors, and those income sources and personal references that the Subscribing Member and the Related Party(ies) (if applicable) identifies to the Financial Institution. The Subscribing Member also agrees that the Financial Institution may disclose credit and other financial information about the Subscribing Member and each Related Party (if applicable) to credit reporting agencies, credit issuers, and other credit grantors. The Subscribing Member may withdraw this consent in writing upon reasonable notice, but in that event the Subscribing Member agrees that the Financial Institution will have the right to cancel or withhold access to Direct Services for Business and/or the User Administration Service for which credit worthiness may be relevant.
- The Subscribing Member shall ensure that each Related Party (if applicable) agrees that the Financial Institution may collect credit or other personal information about the Related Party (if applicable) from Third Parties such as credit reporting agencies, credit grantors, and those income sources and personal references that the Subscribing Member and the Related Party (if applicable) identifies to the Financial Institution. The Subscribing Member shall ensure that each Related Party (if applicable) agrees that the Financial Institution may disclose credit and other financial information about the Related Party (if applicable) to credit reporting agencies, credit issuers, and other credit grantors. The Subscribing Member shall ensure that the Related Party (if applicable) agrees the Related Party (if applicable) may withdraw this consent in writing upon reasonable notice, but in that event the Related Party (if applicable) agrees that the Financial Institution will have the right to cancel or withhold access to Direct Services for Business and/or the User Administration Service for which credit worthiness may be relevant.
39. **SEVERABILITY** – This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then:
- such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and
 - such invalidity or unenforceability will not affect any other provision of this Agreement.
40. **NO WAIVER** – No waiver by the Financial Institution of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. The Financial Institution may, without notice, require strict adherence to the Terms and Conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by the Financial Institution.
41. **CHOICE OF LANGUAGE** – It is the express wish of the parties that this Agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.