

Kelvington Credit Union Limited – Internet and Telephone Banking Agreement

IMPORTANT: Please carefully read this entire Agreement before you use any Electronic Services or Third Party Services. This Agreement contains provisions that limit or exclude our liability to you. By accessing or attempting to access any Electronic Services or Third Party Services, and/or by signing or otherwise accepting an electronic or paper copy of this Agreement, you acknowledge and agree that you have read and understand the terms of this Agreement, have received adequate explanation of the nature and scope of your obligations hereunder and have agreed to be bound by the terms of this Agreement. **If you do not agree with each and every term of this Agreement, you may not use, or attempt to use, any Electronic Services or access any Third Party Services.**

1. Definitions

"Account" means any account held by the Account Holder with the Credit Union to which the Account Holder requests access through Credit Union Internet Banking Services or Telephone Banking Services;

"Account Holder", "you" or "your" means you, as the person enrolled to access the Electronic Services;

"Credit Union", "we", "our" or "us" means "ABC" Credit Union Limited and its successors and assigns;

"Credit Union Internet Banking Services" means all of the on-line Internet based financial and Transaction services of the Credit Union available through the use of a PAC in combination with Equipment;

"EDPP Services" means epost™ electronic routing and electronic document presentment and payment services and such other services as are, from time to time, offered to the Account Holder by epost™;

"Electronic Services" means, collectively, the Credit Union Internet Banking Services and Telephone Banking Services;

"epost"™ means EPO Inc., a Third Party;

"Equipment" means any equipment (such as a personal computer or telephone) you use to access the Electronic Services or Third Party Services;

"PAC" means the personal access code selected by the Account Holder for the Account Holder's use, which, when used with Equipment and an Internet browser or our telephone banking system, permits access to and use of the Electronic Services, as the case may be;

"Telephone Banking Services" means all of the telephone accessible financial and Transaction services available through the use of a PAC in combination with Equipment and the Credit Union's telephone banking system;

"Third Party" means any person, partnership, governmental authority, entity or organization other than the Credit Union;

"Third Party Service" means any product or service of a Third Party available for purchase, access or use through the Credit Union website;

"Transaction" means any transaction performed by or on behalf of an Account Holder using any of the Electronic Services and any transaction with respect to an Account effected through any Third Party Services.

2. USE OF SERVICES

You may only use the Electronic Services to access an Account you are authorized to access and to conduct such Transactions as you are authorized to conduct.

You will not use the Electronic Services or access any Third Party Services for any illegal or improper purpose or take any action that could undermine the security or integrity of, or interrupt the operations of, the systems upon which the Credit Union provides the Electronic Services or access to Third Party Services.

You (and not the Credit Union) assume the entire cost of all Equipment and the necessary connectivity, servicing or correction to any Equipment arising from your access to any Electronic Services or Third Party Services.

3. YOUR PAC RESPONSIBILITIES

You must keep your PAC strictly confidential. You must commit your PAC to memory and not record your PAC in any manner.

The Credit Union strongly recommends you change your PAC on a regular basis, such as every 90 to 120 days.

Your PAC must not use numbers that are easy to guess such as a birth date, phone number, address, account number, etc.

You acknowledge that the Credit Union is not required to confirm the identity or authority of any person using your PAC to conduct Transactions.

If you know or suspect that an unauthorized person knows your PAC or that your Account is otherwise at risk of being compromised, you must change your PAC immediately and you must notify us by telephone or in person as soon as possible and follow any instructions that we give to you. Notification is only made when you speak directly to an employee or other duly authorized representative of the Credit Union. You agree that, until we receive such notice and have had a reasonable opportunity to implement measures to prevent unauthorized use of your PAC (which measures

may include freezing your Account), you will remain liable for all Transactions that may occur as a result of authorized or unauthorized use of your PAC. Once we have received proper notice from you and we have had a reasonable opportunity to implement measures to prevent unauthorized access to your Account, you will be entitled to recover from the Credit Union direct losses to your Account suffered by you through unauthorized use of your PAC from that point forward. However, you will in no event be entitled to recover any consequential losses or damages as further detailed in Section 12(b) below.

4. YOUR ADDITIONAL SECURITY RESPONSIBILITIES

You acknowledge that ensuring the security of your information (including personal, financial and Transaction information) requires you to exercise safe computing practices. These safe computing practices are in addition to your responsibility to maintain the confidentiality of your PAC as detailed above.

You must properly log off, disconnect and close your Internet browser after each session in which the Credit Union Internet Banking Services have been accessed.

The computer you use to access the Credit Union Internet Banking Services may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the Internet. To reduce the chances of harm, it is your responsibility to ensure that any computer you use to access the Credit Union Internet Banking Services (including a computer at home, work, airport, etc.) has an up-to-date anti-virus program, anti-spyware program and firewall.

Your responsibilities with respect to security are further detailed in the Credit Union's security policy, a copy of which can be obtained at any Credit Union branch or on our website by clicking [here](#).

5. TRANSACTIONS

You agree that when your PAC is used to conduct any Transaction, the authorization given by you at the time of the Transaction will have the same legal effect as if it were given by you in person, in writing and signed by you. You irrevocably authorize and direct the Credit Union to debit or credit, as the case may be, the amount of any Transaction to the Account or Accounts designated by you at the time of the Transaction, in accordance with the Credit Union's normal practices then in effect.

If an Account is held jointly, then each joint holder of that Account will be jointly and severally liable for all Transactions conducted using the Electronic Services or Third Party Services with respect to that Account. When using the Electronic Services or Third Party Services, you will not be permitted to pay bills from, or transfer funds out of, any Account on which more than one signature is required to authorize a Transaction, unless prior authorization is received by the Credit Union in writing from all required signatories.

6. TRANSACTION VERIFICATION AND RECORDS

All Transactions are subject to verification and acceptance by the Credit Union, and if not accepted will be reversed from the Account. Verification may take place on a date later than the date you authorized the Transaction, which may affect the Transaction date.

You acknowledge that a Third Party payee (e.g., a merchant) may not treat payments made through the Electronic Services as being received on the date of your instructions. In no event will the Credit Union have any responsibility for any problems or disputes with Third Party payees of the Account Holder, including if a payee does not credit the Account for a payment for any reason or for any charges, fees or penalties assessed as a result of late payment. The Account Holder is responsible to settle all such disputes and matters directly with the payee.

You are responsible for ensuring that any instructions regarding the Accounts received by the Credit Union through the Electronic Services are true, complete and accurate. You acknowledge that the Credit Union will rely upon the truth, completeness and accuracy of your instructions.

The Credit Union's records of Transactions will be conclusive and binding in any disputes, including any legal proceedings, as the best evidence of such Transactions in absence of clear proof that the Credit Union's records are wrong or incomplete. If you believe that the Credit Union's records contain an error or omission, you must give written notice of the suspected error or omission to the Credit Union within the time provided in the Financial Services Agreement and/or Account Terms and Conditions (including under any previous names used by the Credit Union for such agreements) between the Account Holder and the Credit Union for the relevant Account.

If the Credit Union makes an error or omission, for any reason, with respect to the recording of any Transaction, the liability of the Credit Union will be limited to the amount of the error or omission in recording, plus any applicable service charges that may have been charged to the Account Holder by the Credit Union. The Account Holder agrees that the Credit Union will not be liable for any other loss, or (for greater certainty) any loss of business or profit or any other damage (direct, indirect or consequential) or delay or inconvenience whatsoever caused by or arising from any such error or omission.

For your and the Credit Union's mutual protection, you agree that we may maintain a database of your instructions, and, if you provide instructions by telephone, that we may record your voice or responses.

The Credit Union may, at its option, maintain only electronic records related to your use of the Electronic Services.

7. SERVICE FEES

The Credit Union has established, or may establish, service fees for use of the Electronic Services and for conducting Transactions and may change these service fees from time to time. The Account Holder authorizes the Credit Union to deduct any applicable service fees from any Account.

8. TRANSACTION PROCESSING

You agree that a Transaction becomes final once the Transaction request has been processed by the Credit Union and thereafter the Credit Union has no obligation to reverse the Transaction. A post-dated Transaction may be revoked or countermanded prior to the date on which it is scheduled to occur.

When you use the Electronic Services or a Third Party Service to make bill payments from an Account, transfer funds to another account or otherwise transfer funds out of an Account, you are responsible for ensuring the accuracy of any billing account number or recipient account numbers to which you intend to transfer funds. You are also responsible for ensuring you have sufficient funds in the Account to complete the transfer. The Credit Union will not be liable for any loss or damage as a result of funds being transferred to the wrong recipient as a consequence of your providing incorrect transfer information. The Credit Union will not be responsible or obligated to retrieve or return such funds to the Account Holder.

If you use a recurring payment feature that may be available, you agree that such feature will only attempt to make the recurring payment once. If you do not have sufficient funds in your Account to complete the payment at that time, the recurring payment feature **will not** re-attempt to make the payment.

The Credit Union reserves the right to apply daily limits and Transaction limits (e.g., dollar amounts, frequency, etc.).

9. THIRD PARTY SERVICES

As a convenience to Account Holders, the Credit Union may, from time to time, in its sole discretion, enter arrangements with Third Parties to permit Account Holders to access and use Third Party Services. You may, but are in no way required by the Credit Union to, use any Third Party Service. The Credit Union does not endorse any Third Party Service.

You expressly acknowledge and agrees that: (a) each Third Party Service is provided by a Third Party independent of the Credit Union; (b) the provision of each Third Party Service is governed by the terms and conditions of any agreement between the Account Holder and the Third Party; and (c) the Credit Union has no responsibility or liability whatsoever for, or control over, any Third Party or Third Party Services. THE CREDIT UNION DISCLAIMS MAKING ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD PARTY SERVICES. You acknowledge that your access to and use of Third Party Services shall be solely at your own risk and responsibility. The Credit Union encourages you to exercise discretion when using the Third Party links on our website. If you have questions or concerns about a Third Party Service, you must contact the Third Party responsible for that Third Party Service. Any dispute that relates to Third Party Services is strictly between you and the Third Party and you agree not to raise any defence or claim against the Credit Union in respect thereof.

10. epost™SERVICES

The Credit Union may, from time to time, in its sole discretion, permit epost to provide epost™ Services as a Third Party Service. The Account Holder expressly acknowledges that the epost™ Services are a Third Party Service and that the provisions of Section 9 hereof apply in respect of the epost™ Services. Without limiting the generality of Section 9 above, if you obtain epost™ Services, you expressly: (a) consent to the collection, use and disclosure by epost and the Credit Union of information (including your personal information) relative to the performance and operation of the epost™ Services; (b) agree that the Credit Union is not responsible for damages you may incur if you communicate confidential or commercial information to epost™ or to a Third Party payee that creates or issues electronic documents that are presented to the Account Holder via the epost™ Services; and (c) agree that the Credit Union is not responsible to you, epost™ or any Third Party payee for any late, misdirected or failed payments or attempts to pay, regardless of the cause, or for any resulting fees, interest, penalties, damages or other charges imposed or incurred by you, epost™ or the Third Party payee.

11. OPERATIONAL LIMITATIONS AND INHERENT RISKS

The Credit Union offers the Electronic Services in order to improve the accessibility of the Credit Union to its members. However, the provision of Electronic Services is dependent in part on communication lines and other Third Party equipment and services.

You agree the Credit Union is not liable for any delay, loss, damage (direct, indirect or consequential) or inconvenience whatsoever caused by or arising from the provision of or failure to provide services or the malfunction or failure to operate any software or equipment for any reason whatsoever.

The Credit Union strictly manages access to its account holder services and financial systems and databases using technological and procedural systems to help ensure security is not breached. However, Internet communication involves inherent security risks. The Credit Union uses industry standard security techniques that include Secure Socket Layer (SSL) encryption to help ensure that personal and financial information is protected while in transit between the Equipment and Credit Union systems. You agree that the Credit Union cannot prevent, and is not liable for, interception of email or Internet communications by Third Parties.

12. Disclaimers and Liability Exclusions/Limitations

(a) Warranty Disclaimer

You agree that the Electronic Services, and access to Third Party Services, will be available only on an "as is" and "as available" basis, without any representations, warranties or conditions of any kind, express or implied, and including, without limitation, implied warranties of merchantability or fitness for a particular purpose, all of which are hereby disclaimed by the Credit Union to the fullest extent permitted by law.

(b) **Consequential Damages Exclusion**

Regardless of anything else in this Agreement, under no circumstances whatsoever (including for greater certainty and without limitation those circumstances listed in Sections 12(c) and (d) below) shall the Credit Union, its directors, officers, employees, agents, representatives or service providers be liable to you or any other person for any (i) indirect, special or consequential damages; (ii) damages resulting from business interruption; (iii) loss of profit, opportunity, reputation, revenue or goodwill, or any other commercial or economic loss whatsoever; (iv) loss of data or information; or (v) punitive damages.

(c) **Credit Union Liability**

The Credit Union is liable for direct losses to your Account resulting from:

- Unauthorized Transactions after you have properly notified us pursuant to Section 3 above that you know or suspect that another person knows your PAC, or that your Account is otherwise at risk of being compromised, and the Credit Union has had a reasonable opportunity to implement measures to prevent unauthorized access to your Account
- The fraud or wilful misconduct of the Credit Union's own employees, duly authorized representatives or service providers
- As contemplated in Section 6 above, an error or omission is made by the Credit Union with respect to the recording of a Transaction and you have given written notice of the suspected error or omission to the Credit Union within the time provided in the Financial Services Agreement and/or Account Terms and Conditions (including under any previous names used by the Credit Union for such agreements) between the Account Holder and the Credit Union for the relevant Account

The Credit Union shall not be liable to you for any other direct loss or damage.

You agree that your entitlement to recover direct losses to your Account as a result of unauthorized access to your Account as described above is contingent upon you fully co-operating in any resulting investigation by the Credit Union or law enforcement.

(d) **Direct Damages Exclusions**

Under no circumstances shall the Credit Union, its directors, officers, employees, agents, representatives or service providers be liable to you or any other person for any direct loss or damage other than as described in Section 12(c) above, including (without limitation) direct loss or damage caused by:

- Your failure to properly notify the Credit Union if you know or suspect that someone else knows your PAC, or that your Account is otherwise at risk of being compromised
- Any incorrect data you input using the Electronic Services or accessing the Third Party Services
- Any failure by you to fulfill any of your obligations under this Agreement (including those of security and confidentiality of your PAC)
- Your failure to carefully review Transaction records and/or notify the Credit Union in writing of any suspected error or omission within the applicable time limits
- Your inability to access any Electronic Services or Third Party Services as a result of any failure, error or malfunction even if caused by the negligence of the Credit Union or any of its employees, agents or service providers
- Any failure by the Credit Union to perform or fulfill any of its obligations or provide any Electronic Services due to any cause beyond the Credit Union's reasonable control (including acts of God, systems malfunctions, communications failures or delays, or technical failures)
- Any other circumstances in this Agreement where it specifically provides that you are liable or the Credit Union will not be liable or responsible

(e) **Application of Liability Exclusions and Limitations**

The exclusions and limitations of liability described in this Agreement shall apply regardless of whether the cause of action is in contract (including, without limitation, breach of a fundamental term), tort (including, without limitation, negligence), equity or other theory of law and regardless of whether the Credit Union was advised of the possibility of the loss or damage arising.

The exclusions and limitations of liability contained in this Agreement shall apply to the fullest extent allowed by law, but shall not apply to the extent (if at all) they are contrary to applicable law.

13. PRIVACY POLICY

By accessing and using Electronic Services, you acknowledge and accept our Internet Banking Privacy Policy and other privacy policies, as amended from time to time. We strongly encourage you to review our Internet Banking Privacy Policy. [link to Credit Union website to be inserted]

14. TERMINATION

The Credit Union may, at any time and without notice, withdraw or suspend your permission to use any of the Electronic Services or Third Party Services, terminate this Agreement, or alter any of the Electronic Services and the Credit Union shall not be liable to you for any loss or damage resulting from such action.

15. CHANGES TO AGREEMENT

The Credit Union may add to or change the terms and conditions of this Agreement from time to time. Such notice may be given to you in any one or more of the following ways:

- A notice sent to you at the last address provided by you to the Credit Union
- A notice displayed at the Credit Union branches
- A notice displayed on our web site and/or on the login screens accessed when using the Credit Union Internet Banking Services
- A recorded notice when you access Telephone Banking Services
- By requiring you to change your PAC and electronically accept the additional or amended terms and conditions of this Agreement at that time.

If you continue to use any of the Electronic Services or to access any Third Party Services after the effective date of any additional or amended terms or conditions to this Agreement, then you will be deemed to have accepted such additional or amended terms or conditions.

16. OTHER AGREEMENTS

The terms and conditions of the Financial Services Agreement, Account Terms and Conditions and any other conditions or agreements (including under any previous names used by the Credit Union for such agreements) between the Account Holder and the Credit Union regarding any Accounts shall remain in full force and effect and shall apply to each Transaction, except as expressly modified by the terms of this Agreement. If there is a conflict between any provision of any of these other agreements and this Agreement, this Agreement will prevail with the exception that the Financial Services Agreement and Account Terms and Conditions (or any previously named similar agreements) between the Account Holder and the Credit Union will prevail over this Agreement.

17. ARBITRATION

Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to: (a) this Agreement; or (b) any Electronic Services or Third Party Services, shall be referred to and determined by arbitration (to the exclusion of the courts). Such arbitration shall be referred to a single arbiter pursuant to *The Arbitration Act, 1992 (Saskatchewan)*. The arbitration shall take place in the location of the head office of the Credit Union. The decision of the arbiter shall be final and binding upon the parties. You agree to waive any right you may have to commence or participate in any class action against the Credit Union or any of its suppliers related to (a) this Agreement; or (b) any Electronic Services or Third Party Services and, where applicable, you agree to opt-out of any class proceedings against the Credit Union.

18. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Without limiting in any way the application of Section 17, you irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan for the determination of any matters under this Agreement.

19. SEVERABILITY

Any provision of this Agreement which is, deemed to be, or becomes void, illegal, invalid or unenforceable shall be severable from this Agreement and shall not impair the remaining provisions of this Agreement.

19. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors, personal representatives, executors and administrators, as the case may be.

This Agreement was last amended on June 9, 2008.