ELECTRONIC SERVICES AGREEMENT – INNOVATION FEDERAL CREDIT UNION

This Agreement contains the terms that apply to your access and use of our electronic services including Online Banking, Mobile Banking and Telephone Banking (the "Services"). Please carefully read this entire Agreement before you use the Services. Each time you access or use the Services, you confirm your acceptance of the Terms and Conditions contained in this Agreement.

This Agreement consists of the following Parts:

Part 1 – General Terms and Conditions
Part 2 – Member Profile Management Services
Part 3 – *Interac* e-Transfer® Services
Part 4 – Member Account Transfer Services
Part 5 – Digital Wallet Services
Part 6 – Mobile Remote Deposit Services
Part 7 – Business Services
Part 8 – Digital PIN Viewing Services

Application of these Terms and Conditions to You

This Agreement (as amended from time to time) applies when you access or use the Services regardless of the technology that you use to access the Services. This Agreement replaces all prior agreements between you and us for the Services, however, it does not replace any other agreements that you have with us. For example, the Terms and Conditions for Financial Services will continue to govern your use of the Services, Accounts, and Transactions.

Privacy Notice

We may collect, use, and disclose your personal information in order to provide financial services and products to you, to verify your identity, and to comply with legal and regulatory requirements, all in accordance with this Agreement and our Privacy Policies. We may obtain, collect, use and release your confidential information as permitted or required by law or in a court proceeding or with your consent or as necessary to process Transactions. Additional information about how we may collect, use, and disclose your personal information in connection with the Services we make available to you is contained in this Agreement, the Terms and Conditions for Financial Services, and in our Privacy Policies and are located at https://www.innovationcu.ca/legal/privacy-and-security.html

Conflict with Other Agreements

Unless expressly stated otherwise, if there is a conflict between a term in this Agreement and any other agreement that you have with us, the term of the other agreement, as applicable, will apply to the extent necessary to resolve the conflict.

PART 1 – GENERAL TERMS AND CONDITIONS

Definitions

The following terms will have the following meanings in this Agreement:

"**Account**" means any available account held with us that you may access using the Services;

"**Agreement**" means this Electronic Services Agreement, as amended from time to time;

"**Application**" means a software application or other computer software product that we may offer to access the Services using certain Electronic Devices;

"**Electronic Device**" means a personal computer (such as a desktop or laptop computer), cell phone, smart phone, telephone, mobile device, wireless device, tablet or any other electronic device that we allow you to use to access the Services;

"I**ncluding**" means including but not limited to;

"**Mobile Banking**" means any website or mobile application that is specifically designed by us (or by a third-party service provider) which is used to access Online Banking through an Electronic Device;

"**Online Banking**" means the online banking service that we offer, and includes access through Mobile Banking;

"**Privacy Policies**" means our Privacy Policies in effect located at https://www.innovationcu.ca/legal/privacy-and-security.html

"**Password**" means a confidential personal access code comprised of a combination of numbers, letters and/or symbols that you select, or that is provided to you by us, for your sole use to identify yourself that you must provide to access the Services;

"**Services**" means any product, feature or service that we provide through Online Banking, Mobile Banking, or Telephone Banking which can be accessed through an Electronic Device;

"**Telephone Banking**" means our interactive voice response (IVR) telephone banking service;

"**Terms and Conditions for Financial Services**" means the agreement(s) for operation of an Account;

"**Third Party**" means any person, firm, corporation, association, organization or entity (other than you or us);

"**Third Party Services**" means any products or services of a Third Party that you can access through the Services;

"**Transaction**" means (i) transactions with respect to an Account that we may permit through the Services; (ii) applications for investments, loans and other types of credit that we permit through

the Services; and (iii) other transactions, services or information that we make available from time to time through the Services;

"**Unsanctioned Aggregation Service**" means an online account aggregation or personal financial management service that retrieves, consolidates, organizes, and presents your accounts for the purpose of allowing you to view your accounts with an Unsanctioned Aggregator in a single location. An Unsanctioned Aggregation Service does not include a personal financial management and account aggregation feature or service that we may offer through Online Banking.

"**Unsanctioned Aggregator**" means a Third Party who provides an Unsanctioned Aggregation Service. An Unsanctioned Aggregator does not include a Third Party that we retain to assist us in providing a personal financial management or account aggregate feature that we may offer through Online Banking.

"**Username**" means for Online Banking, a combination of numbers, letters, and/or special characters that we may allow you to select. You must provide your Username with your Password to access Online Banking;

"**we**", "**us**", "**our**" and "**Credit Union**" means Innovation Federal Credit Union; and

"**you**", "**your**" and "**Account Holder**" means the person who is enrolled to access the Services, and includes reference to that person's authorized representative, as the case may be.

Use of Services and Instructions

- You must use your Username and Password to access the Services. You agree not to access or use the Services for illegal, fraudulent, malicious or defamatory purposes or to do anything that could undermine the security, integrity, effectiveness or connectivity of the Services.

- You agree to access Online Banking on a regular basis to ensure you have access and occasion to review all Online Banking features, functionality, content, or information.

- You acknowledge that you may not have access to all Online Banking features, functionality, content or information at all times, and Online Banking may not be available for use outside Canada. Additional roaming charges or other costs or charges may apply in respect of using Mobile Banking.

- You also agree that there may be Terms and Conditions that are displayed only when you click on information icons or links within Online Banking. You must review and accept these additional terms and if you use Online Banking, and you agree that those Terms and Conditions also apply to your use of Online Banking.

- You authorize us to accept, and you agree to be responsible for any instruction made through or in respect of the Services, including an instruction to perform a Transaction, that is given by you or claimed to be given by you. This includes any communications or instructions that we receive from you by electronic means (including instructions that we receive by computer, telephone,

smart phone, internet, or email), regardless of whether or not it actually came from you. Any instruction or communication that we receive from you by electronic means will be considered to be signed and delivered to us in writing by you.

- You also agree that we may decline to act on an instruction if we suspect the instructions are not coming from you, if the instructions are incomplete, unclear, or if the instructions are provided for an improper or illegal purpose. We may retain records of the instructions that are provided to us in connection with your use of the Services.

Passwords and Electronic Device Security

- You agree to always protect your Password and to keep your Password strictly confidential. You must not disclose your Password to anyone at any time, including to a family member, friend, financial institution employee or law enforcement agency. Your Password must be unique and not easily obtained by or guessed by others including by, for example, reviewing your social media accounts or knowing basic information about you (such as your name, birthday, phone number, address, Social Insurance Number, etc.).

- The security of your information depends on you using reasonable security practices when accessing the Services, including when accessing the Services through an Electronic Device. You agree that when using the Services, you will take all steps that are necessary to make sure that you do not reveal any confidential information to anyone other than as is necessary for the purpose of the Transaction. This includes making sure that other people cannot see the screen or keypad on your Electronic Device or cannot hear your Telephone Banking call, as applicable. It also includes signing out after each Online Banking session and not leaving your Electronic Device unattended while logged into Online Banking and taking reasonable steps to protect your Electronic Device against theft.

- You also agree to use and maintain further reasonable security measures which include implementing security features on your Electronic Device, such as passcodes or biometric substitutes for a passcode (e.g. fingerprint or face scan), that are designed to prevent unauthorized access to and use of your Electronic Device; and ensuring the Electronic Device that you use to access the Services has an up-to-date web browser, access device, anti-virus program, anti-spyware program and firewall installed (if any such measures are available for your Electronic Device).

- You agree not to use public or shared computers or open access/unprotected Wi-Fi to access or conduct Online Banking. You acknowledge that using public or shared computers or other Electronic Devices through an open access/unprotected Wi-Fi creates a risk of interception of your confidential information and may allow others to impersonate you in giving instructions and conducting Transactions on your Account(s). You will be responsible for any breach of your confidential information or other loss which arises as a result of such use. If you suspect or become aware that there has been misuse or unauthorized use of your Password or if you know or suspect that someone may know your Password, or that any other security breach has

occurred (including if an Electronic Device is, or you suspect is, lost or stolen, or has been compromised or misused), you must change your Password immediately and notify us immediately. To notify us, you must contact your local branch, contact us through our website at https://www.innovationcu.ca/help/contact-us.html, or our call centre at 1-866-446-7001. Our records of notification will be deemed to be correct.

- If you choose to share your Password with any person(s) or entity, including an Unsanctioned Aggregator, you acknowledge and agree that (i) we will not help the person(s) or entity in any way and will not be responsible for the information retrieved by the person(s) or entity,; (ii) we will not be responsible to you for any losses that may result from you sharing your Password or using an Unsanctioned Aggregation Service; (iii) you are responsible to review the security and privacy standards of the person(s) or entity and to determine what your liability will be in connection with an Unsanctioned Aggregation Service; (iv) you will change your Password immediately when you end an Unsanctioned Aggregation Service; (v) we have the right to prevent the person(s) or entities from accessing your Accounts and (vi) you are responsible for any transactions and activities performed by such person(s) or entity relating to the Services from your Account(s) and for any use of your personal and Account information by such person(s) or entities. You understand and acknowledge that the loss, theft, or unauthorized use of your Password could lead to several losses, including:
    - causing you to lose some or all the money in any of your Account(s); or
    - permitting unauthorized persons to gain access to your sensitive personal and Account information and to use that information for fraudulent purposes, including identity theft.

- If you view the PIN for your Innovation Federal Credit Union Debit Mastercard® through Online Banking or Mobile Banking, you will protect it in accordance with Part 8 of this Agreement.

Transaction Processing and Authorization

- You irrevocably authorize and direct us to debit or credit, as the case may be, the amount of any Transaction to the Account designated by you at the time of the Transaction, in accordance with our normal practices and the Terms and Conditions for Financial Services. Any Transaction performed by you (or by any person with or without your consent) will have the same legal effect as if it was a written instruction that you have signed and delivered to us.

- You agree that we have no obligation to reverse a Transaction once we have received instructions from you (or someone purporting to be you) to process the Transaction. We may revoke or cancel a post-dated Transaction if we receive instructions from you to that effect prior to the date that the Transaction is scheduled to occur, however we have no obligation to do so.

- You are responsible for knowing what requirements need to be met in order to complete a Transaction and to ensure that there is sufficient time for a Transaction to be processed (particularly if you need a Transaction to be completed by a certain date). If you use the Services to make bill payments: (a) you are responsible to ensure that the billing information you provide to us is accurate and up-to-date, and (b) if you give an instruction (including a scheduled payment

instruction to make a payment from an Account), you acknowledge that the payment may not be received by the recipient on the date of the instruction or the date the funds were withdrawn from your Account.

- If you are transferring funds as part of a Transaction, you are responsible for ensuring that there are sufficient funds in your account to complete the transfer. If you use a recurring payment feature as part of the Services, you agree that such feature may only attempt to make the recurring payment once.

- You agree that Transactions will not be permitted on an Account on which more than one signature is required to authorize a Transaction unless we have received prior authorization in writing from all signatories. You also agree that if you are a joint holder of an Account, then you and each other joint holder of that Account will be jointly and severally liable for all obligations under this Agreement and for all Transactions performed using the Services with respect to that Account.

Transaction Verification and Records

- All Transactions are subject to verification and acceptance by us. If we do not accept the Transaction, it will be reversed. We may verify the Transaction after you authorize the Transaction which may affect the Transaction date.

- You acknowledge that we may decline or delay acting on a Transaction for any reason including, for example, if the instructions we receive are incomplete or cannot be carried out due to insufficient funds or otherwise. We will not be liable if we decline or delay acting on a Transaction in these situations.

- Our records of all Transactions will be deemed to be correct and will be conclusive and binding upon you. If you believe our records contain an error or omission, you must give written notice of the suspected error or omission to us within the time provided in the Terms and Conditions for Financial Services.

Fees for Transactions and Services

- We may establish service fees or other charges for use of the Services, and you agree to pay any such service or charges. These service fees or charges for the Services are in addition to any other service fees or charges that may apply to an Account. You will pay the service charges of any financial institution or other Third Party that are imposed as a result of any Service that you may use. We may debit your Account accessed through the Service for any applicable service charges. If you don't have enough money in your account to cover the service charges, they may be charged to any other Account you have with us, or your Account may be overdrawn. Our service charges are subject to change from time to time and we will provide you with at least 30 days' prior notice of any changes to the service fees or charges for the Services.

Availability of Services and Changes

- You acknowledge that the Services may not be available at all times and not all the same functionality or features may be accessible or available for all Accounts. You also understand that we may add, remove, or change any part of the Services without giving you notice, and you acknowledge that this Agreement will apply to any of the Services that are added or changed by us from time to time.

Third Party Services

- **Important Note:** The terms relating to Third Party Services apply to you only if you use Third Party Services that are made available to you as part of the Services or that you access through our website. You are not required to use any Third Party Services in order to use or access the Services that we provide through Online Banking or Telephone Banking, however, if you do, the terms here relating to Third Party Services will apply.

- We may from time to time make Third Party Services available to you as part of the Services or otherwise. Third Party Services are provided to you for your convenience only. We do not provide the Third Party Services and we are not responsible for the contents of any Third Party Services or websites.

- Your relationship with the Third Party providing the Third Party Services is independent and separate from your relationship with us and is outside of our control. Any dispute that relates to the Third Party Services is strictly between you and the Third Party, and you agree to raise no defense or claim against us.

- Third Party Services and websites may also be subject to separate agreements that govern their use. You assume all risks associated with accessing or using the Third Party Services and we will have no liability to you for your use of other websites or Third Party Services. You also agree that we can (at any time without prior notice and for any reason) terminate your access to any Third Party Services that you receive through us.

Responsibility for Losses and Liability

- **Our Responsibility Generally.** Unless otherwise provided in this Agreement, we are liable to you for direct losses to your Account(s) that result from the following types of activities, omissions or unauthorized transactions that occur through your use of Online Banking: (i) transactions that occur after you notify us that you suspect or are aware of misuse or unauthorized use of your Password so long as you agree to cooperate and assist us in any investigation that we commence in connection with the misuse or unauthorized access to your Password; (ii) we make an error or omission in recording or documenting a Transaction and you give us written notice of the suspected error or omission within the time period provided in the Terms and Conditions for Financial Services (in this event, our liability to you will be limited to the amount of the error or omission in recording plus any applicable service charges that may have been charged to you); and (iii) our negligence, fraud, or willful misconduct.

- Notwithstanding the foregoing, we are not responsible for any type of direct loss that you may suffer or any other type of loss, damage, delay or inconvenience that you might suffer or incur as a result of accessing Online Banking on a public computer, even if we would otherwise be liable to you pursuant to this paragraph.

- **Our Responsibility to Non-Business Members.** Notwithstanding the Terms and Conditions for Financial Services, and provided you are not a Business or Business User within the meaning of Part 7, we are liable to you for direct losses to your Account(s) that result from transactions where it can be shown that you have been a victim of fraud, theft, or have been coerced by trickery, force or intimidation, so long as you report the incident to us immediately and cooperate and assist us fully in any investigation.

- **Your Responsibility**. We are not responsible for any direct loss that you may suffer or any other type of loss, damage, delay or inconvenience that you might suffer or incur in any of the following situations: (i) you fail to notify us that you suspect or are aware that there has been misuse or unauthorized use of your Password; (ii) you provide us with inaccurate, incomplete, inadequate or erroneous information or data in connection with the Services (including as part of a request to process a Transaction); (iii) you fail to receive or view a document or notification sent to you; (iv) you share any Passwords; (v) you access Online Banking via an Electronic Device that you know or reasonably should know contains software that has the ability to reveal or otherwise compromise any Passwords or an *Interac* e-Transfer® Question or *Interac* e-Transfer® Answer; (vi) you engage in any fraud or dishonest or criminal acts in using the Services; (vii) you consent to, contribute to or authorize a Transaction in any way, including by mistake; (viii) you access or use Third Party websites, content or services after leaving our website or Application, including websites, content or services we may provide links to via our website or Application (e.g. Qtrade Direct Investing™); (ix) you fail to fulfill any of your other obligations under this Agreement or; (x) you fail to comply with any instructions that we provide.

- **Further Disclaimer of Responsibility.** Notwithstanding the Terms and Conditions for Financial Services, we are not responsible for any direct loss that you may suffer or any other type of loss, damage, delay or inconvenience that you might suffer or incur in any of the following situations, even if such situations are caused by our negligence: (i) we fail to provide the Services or perform any of our obligations under this Agreement as a result of any system malfunction or other technical reason; (ii) you are unable to use, access, or experience delay in using the Services for any reason; (iii) we suspend or terminate your access to any of the Services in accordance with this Agreement; (iv) you are unable to access Third Party Services; (v) there is an inaccuracy, interception, review or alteration by a Third Party of any unsecured communications between you and us; or (vi) we do not receive or we decline to act on instructions from you, or we do not complete any Transaction.

- **Exclusion of Liabilities.** Regardless of any provision of this Agreement, under no circumstance will we be liable for any indirect, consequential, special, aggravated, punitive or exemplary damages whatsoever (including any loss of profits, opportunity, reputation, revenue, goodwill or any other

economic or commercial loss whatsoever), or for any loss of data or information, that is caused to you, regardless of the cause of action, even if we have been advised of the possibility of such damages.

- **Indemnity.** Except for claims, costs and liabilities arising from direct damages that you incur or suffer and that are Our Responsibility as specifically set forth above, you will release and indemnify us for any claim, cost and liability we may incur as a result of your (i) access to or use of the Services or Third Party Services, or (ii) breach of the Terms and Conditions of this Agreement.

Availability

- You agree that the Services will be available only on an "as is" and "as available" basis and we disclaim any warranties and conditions (including any oral, implied, or statutory warranties and conditions) regarding the nature, quality, or character of the Services.

Changes to this Agreement

- At any time, we may decide to change, replace, add or remove any provision of this Agreement. If we make these changes, we will notify you in writing at least 30 days before the change is in effect. Notice of the change will be posted on our website. If you don't want to accept the changes, you can choose to cancel this Agreement in the manner set out herein.

Consent for Delivery of Electronic Documents and Notice

- You consent to receive by electronic means, including through Online Banking or to your e-mail address, any notices under this Agreement, including notices of any changes to the Terms and Conditions of this Agreement or the Services, and any other documents and agreements we are required by the Bank Act (Canada) or other regulation to provide in writing. You also consent to us posting notices on our website. Online notifications are accessible for 12 months after they are posted. Your consent takes effect immediately. You are responsible for retaining a copy of these electronic documents. You may cancel this consent at any time or notify us of changes to your contact information at 1-866-446-7001. Documents sent to you electronically will be considered to have been in writing and to have been signed and/or delivered by us. We will not be responsible for any failure to communicate with you because of incorrect contact information provided by you. Changing your contact information may change your e-mail address for other types of Credit Union products, services, or communications. We may change the Terms and Conditions of this consent from time to time by providing you with notice of change through electronic or paper delivery. You agree that your subsequent use of our Services means you agree to and accept the revised Terms and Conditions. You agree that your notifications and delivery of documents electronically may be delayed, not delivered or inaccurate due to a variety of factors, including technical problems. To the extent permitted by the laws of the province or territory where you reside and the laws of Canada, we will not be liable for any direct or indirect damages arising out of your use or inability to use the notifications and documents, regardless of the cause, including negligence, even if we are advised of the possibility of such damages. For e-mail transmissions,

you accept the risk that certain notifications and documents may be lost, intercepted, reviewed, or altered by others.

Intellectual Property and Use of Application Software

- We (or our service providers) are the owner(s) of all intellectual property rights subsisting in Online Banking and Mobile Banking. Nothing in this Agreement is to be interpreted as conferring a right to use our works, trademarks, or logos (or those of our service providers) except as expressly contemplated in the legal Terms and Conditions governing the use of our website.

- The following terms apply if you download an Application that we make available to you: (a) we grant to you a limited, non-exclusive, revocable and non-transferable license to install and use the Application on authorized Electronic Devices; (b) we (or, if applicable, our service-providers) retain all intellectual property and ownership rights in the Application; (c) you agree not to copy the Application and not to disclose or distribute the Application to Third Parties; (d) you accept the Application "as is" and you assume the entire risk for the performance of the Application; and (e) we will not be liable to you for any loss or damages that you suffer or incur from your use of the Application.

- We are not responsible for any third-party equipment or software that may be required to use the Services. Any such equipment or software is subject to the Terms and Conditions of any agreements you may enter into with the provider of the equipment or software (such as a software agreement you enter into when you download and/or install the software).

Suspension of Services and Termination of Agreement

- You agree we can terminate or suspend (either all or part of) this Agreement or suspend or terminate your access to any of the Services immediately for any reason whatsoever at any time without prior notice (unless prior notice is required by applicable law). You may terminate this Agreement by giving us notice of termination. To notify us you must contact your local branch, our contact centre at 1-866-446-7001 or via our website at https://www.innovationcu.ca/help/contact-us.html. Our records of notification will be deemed to be correct.

Disputes

If you have any dispute with us regarding a Transaction, you agree to contact us for the Account involved. If the matter remains unresolved, you agree to follow our complaint handling process. Full details of our complaint handling process are available at all branches and on our website at https://www.innovationcu.ca/help/service-concerns.html.

Severability

- If any part of this Agreement turns out to be invalid for any reason, the rest of the Agreement will remain in full force and effect. In this case, this Agreement will be read as if the invalid part were not included.

No Waiver

- We may require strict adherence to the Terms and Conditions of this Agreement despite any prior indulgence that we have granted or acquiesced to. If we waive any breach or default of this Agreement by you it will not be deemed a waiver of any other preceding or subsequent breach or default. Any waiver made by us is only valid and enforceable if we make it in writing.

Governing Law

- This Agreement will be governed by the laws of the province where you reside and the laws of Canada applicable in that province, excluding any principles of the conflicts of laws that would apply a different body of law. You agree that the courts of the province in which the branch is located will have exclusive jurisdiction with respect to any matters arising from or related to this Agreement, including any disputes relating to your use of the Services.

Voluntary Codes of Conduct

- We endorse and support a number of "Voluntary Codes of Conduct and Public Commitments", including the Canadian Code of Practice for Consumer Debit Card Services and Online Payments. For more information about these Codes, see the Codes on our website at https://www.innovationcu.ca/about-us/codes-of-conduct.html or on the Financial Consumer Agency of Canada's website.

Communicating with Us

If you experience any problems when using any of the Services, please contact us at 1 -866-446-7001.

Assignment

- You may not transfer or assign this Agreement to any other person without our prior written consent.

We may, without notice to you and without your consent, sell, transfer, pledge or assign all or any part of this Agreement, our rights, and obligations under this Agreement to an affiliate or a subsidiary of the Credit Union or to any Third Party. We may disclose your personal information to such affiliate or subsidiary of or Third Party, and to their agents, representatives and assignees, and you consent to such disclosure as provided in our Privacy Policy.

Continuing Effectiveness of This Agreement

This Agreement is binding on us and our successors and assigns. It is also binding on you, your heirs, your estate and your personal and legal representatives, including your executors, administrators, and successors and any person to whom it is assigned with our consent.

PART 2 – MEMBER PROFILE MANAGEMENT SERVICES

Application of this Part

- The terms of this Part 2 apply if you use the Member Profile Management Services. If there is a conflict between the terms in Part 2 and the general Terms and Conditions in Part 1, the terms of this Part 2 will apply to the extent necessary to resolve the conflict.

Definitions

The following terms will have the following meanings in this Part 2:

"**Member Profile Management Services**" means the feature in Online Banking that allows you to make changes to your Profile Information; and

"**Profile Information**" means personal information associated with your Account(s), including your mobile phone number, email address, home address, mailing address and profile picture.

Availability of Member Profile Management Services

- You acknowledge that we may make the Member Profile Management Services or certain features of the Member Profile Management Services available to you from time to time, but we are not under an obligation to do so.

Your Responsibility for Profile Information

- You are responsible for providing us with true, accurate and complete Profile Information, through the Member Profile Management Services and otherwise. You are also responsible for maintaining your Profile Information, by providing updated Profile Information immediately as and when it becomes available.

- You must not provide misleading information or pretend to be someone else.

- You will provide and maintain Profile Information via Online Banking or through other means as we may make available to you from time to time.

- By providing us with Profile Information you declare and warrant that (i) the Profile Information is true, accurate and complete; (ii) the Profile Information will remain true, accurate and complete; (iii) you have all the necessary rights to provide us with that Profile Information; and (iv) the Profile Information you provide us does not infringe on the rights of any Third Parties.

- You acknowledge and agree that your failure to provide and maintain true, accurate and complete Profile Information may result in, among other things, our inability to actually or efficiently contact you about important matters relating to your Account(s), which may in turn impact your relationship with us and result in loss or damage to you.

- We are not responsible for any direct loss that you may suffer or any other type of loss, damage, delay, or inconvenience that you might suffer or incur if you provide us with false, inaccurate, or incomplete Profile Information, or if you fail to maintain your Profile Information. For greater certainty, we are not responsible for any loss or damage whatsoever that we may, in our sole discretion, cause to you as a result of our inability to actually or efficiently contact you about an important matter or matters relating to your Account(s), or any agreement or arrangement in place between you and us from time to time.

- You understand that if the precautions described in this Agreement are not taken to keep your Electronic Device safe, your failure to take those precautions may result in unauthorized changes to your Profile Information. If you fail to take the precautions described herein, it will be presumed that you contributed to the unauthorized changes to your Profile Information and, for purposes of this Agreement, provided such Profile Information to us. In such case, you assume all liability for the unauthorized changes to your Profile Information and any resulting loss or damage.

Use of Personal Information and Your Consent

- Any personal information that we collect from you through the Member Profile Management Services will be treated in accordance with our Privacy Policies. You agree that we may collect and use your personal information freely to make the Services described herein available to you, and in connection with your relationship with us. You also agree that we may disclose your personal information to Third Parties that we may designate from time to time, to the extent such disclosure is required to provide the Services to you or to administer our relationship with you.

PART 3 - INTERAC E-TRANSFER® SERVICES

Application of this Part

- The terms of this Part 3 apply if you enroll and use the *Interac* e-Transfer Service. If there is a conflict between the terms in Part 3 and the general Terms and Conditions in Part 1, the terms of this Part 3 will apply to the extent necessary to resolve the conflict.

Definitions

The following terms will have the following meanings in this Part 3:

"**Autodeposit Transfer**" means an *Interac* e-Transfer transaction that is deposited to the designated account of a Recipient without the use of a Security Question and Security Answer;

"**Autodeposit Recipient**" means a Recipient who has registered for Autodeposit Transfer at a Participating Financial Institution;

"**Eligible Person**" means (a) an individual with online or mobile access to an Account with us, or (b) an individual with online or mobile access to an account with another Participating Financial Institution;

"***Interac* e-Transfer transaction**" means an electronic transfer of funds sent or received through the *Interac* e-Transfer Service;

"***Interac* e-Transfer Contact Information**" means the electronic contact information established for a Recipient, Sender or other Eligible Person, including that person's email address or telephone number;

"***Interac* e-Transfer Service**" means the *Interac* e-Transfer feature in Online Banking that allows you to send funds from an Account to a Recipient, to receive funds from a Sender into an Account, and to request or complete a Request Money Transfer;

"**Participating Financial Institution**" means a financial institution that participates in the system that is used to send and receive *Interac* e-Transfer transactions, and includes us;

"**Recipient**" means an Eligible Person that is designated by a Sender to receive an *Interac* e-Transfer transaction. A Recipient includes an Autodeposit Recipient or a Requester whose Request Money Transfer is completed by the Sender;

"**Requester**" means an Eligible Person who sends a Request Money Transfer from a Participating Financial Institution to another Eligible Person;

"**Request Money Transfer**" means a request from a Requester to a Sender for an *Interac* e-Transfer deposit of funds to a designated account;

"**Security Question**" and "**Security Answer**" mean, respectively, the security question and security answer that are created by the Sender and used by the Recipient to claim or decline an *Interac* e-Transfer transaction;

"**Sender**" means an Eligible Person who requests a Participating Financial Institution to send an *Interac* e-Transfer transfer to a Recipient, including if applicable, to complete a Request Money Transfer that is made by a Requester;

"**Transfer Amount**" means the funds representing the amount of an *Interac* e-Transfer transaction; and

"**Wrongful Activity**" means any use or attempted use of the *Interac* e-Transfer Service by an Eligible Person, acting alone or in concert, that is fraudulent, unauthorized, made in bad faith or otherwise improper, whether for financial gain or otherwise.

Availability and Use of *Interac* e-Transfer® Service and Service Fees

- You acknowledge that we may make the *Interac* e-Transfer Service or certain features of the *Interac* e-Transfer Service available to you from time to time but we are not under any obligation to do so.

- The *Interac* e-Transfer Service is subject to number and dollar limits that may change from time to time without prior notice to you. Any such limits and changes will be effective when established by us. Other Participating Financial Institutions may also set limits for sending, receiving, or requesting *Interac* e-Transfer transactions.

- The *Interac* e-Transfer Service is equipped only to process an *Interac* e-Transfer of Canadian dollars.

- All fees or charges that we establish for the *Interac* e-Transfer Service are non-refundable and subject to change without prior notice to you.

Initiating an *Interac* e-Transfer®

- If you are the Sender of an *Interac* e-Transfer transaction, we will withdraw the Transfer Amount from your Account and a notice will be sent to the Recipient's *Interac* e-Transfer Contact Information. The notice will identify you as the Sender and disclose your contact information, the Transfer Amount, the name of the Recipient, and that you are using the *Interac* e-Transfer Service.

- Except in the case of an Autodeposit Transfer, after you send an *Interac* e-Transfer transaction, we will hold the Transfer Amount until we receive notice that (a) the Recipient has correctly provided the Security Answer to claim the *Interac* e-Transfer transaction, (b) the *Interac* e-Transfer transaction has been cancelled by you or, (c) the *Interac* e-Transfer transaction has expired.

- We will not pay interest to any Sender or Recipient in respect of an *Interac* e-Transfer (including for the period of time that the Transfer Amount was not in your Account). To the extent permitted by law, we are deemed to have a security interest in the Transfer Amount from the time your Account is debited until the Recipient successfully claims the Transfer Amount or the *Interac* e-Transfer transaction is cancelled. If you are the Sender of an *Interac* e-Transfer transaction, you are responsible for reviewing the status of the *Interac* e-Transfer by checking your Account history in Online Banking.

Sending and Completing a Request Money Transfer

- When you send a Request Money Transfer, we may send a notice to the *Interac* e-Transfer Service Contact Information that you provide for the Eligible Person. If you are a Requester, it is your responsibility to obtain from the Eligible Person that you are sending a Request Money Transfer to, that Eligible Person's consent to receive the Request Money Transfer.

- If you receive a Request Money Transfer from a Requester, you must confirm that the Requester is your intended Recipient before you accept the request to initiate an *Interac* e-Transfer transaction. If you accept the Request Money Transfer, then we will withdraw the Transfer Amount specified from the Account that you designate and this amount will be deposited into the Requester's designated account.

- You acknowledge that in order to complete a Request Money Transfer, the Eligible Person that receives the Request Money Transfer from you must have an account at a Participating Financial Institution that has implemented the Request Money Transfer features as part of that Participating Financial Institution's online banking service.

Autodeposit Transfers

- In order to become an Autodeposit Recipient, you must complete the registration steps that are required on the "Autodeposit Registration" page of the *Interac* e-Transfer Service. After registration, an *Interac* e-Transfer transaction that is sent to you will be deposited to your Account without further action by you.

- If you are the Sender of an *Interac* e-Transfer transaction to an Autodeposit Recipient, you will be prompted to confirm that the Recipient is your intended Recipient.

Your Responsibility to Provide *Interac* e-Transfer® Contact Information

- You are responsible for obtaining the prior consent of all individuals whose personal information is contained in the *Interac* e-Transfer Service Contact Information you provide to us in connection with your use of the *Interac* e-Transfer Service.

- You are responsible for providing correct and operational *Interac* e-Transfer Service Contact Information, and for verifying *Interac* e-Transfer Service Contact Information prior to using such information in connection with the *Interac* e-Transfer Service.

- You are responsible for updating *Interac* e-Transfer Service Contact Information as required to account for changes to the information, and you will make those updates via Online Banking.

Security Question and Answer (Not Applicable to Autodeposit Transfers or Request Money Transfers)

- If you are the Sender of an *Interac* e-Transfer transaction, you agree to create a Security Question and Security Answer, and to keep them confidential. The Security Answer must be something that is known only to you and the Recipient (and cannot be easily determined via social media or other means) to prevent unauthorized access to the *Interac* e-Transfer transaction.

- The Security Question and Security Answer must not be revealed in any optional message that accompanies the *Interac* e-Transfer transaction. You must not disclose the answer in the applicable Security Question or Transaction details and you will not provide the Recipient with the answer via the email or phone number that was used to send the *Interac* e-Transfer Service notice to the Recipient.

- If you are a Recipient, you agree not to disclose the Security Question or Security Answer to anyone.

Optional Message

- The Sender can include an optional message to the Recipient with an *Interac* e-Transfer transaction or Request Money Transfer however the optional message will not be reviewed by us. The optional message field cannot be used to communicate to us or a Participating Financial Institution.

Authorization in Respect to *Interac* e-Transfer®

- If you are the Sender of an *Interac* e-Transfer transaction, you agree that we and other Participating Financial Institutions are authorized and entitled to pay the Transfer Amount to anyone who (using the *Interac* e-Transfer Service or the online banking service of another Participating Financial Institution):

    - Claims to be a Recipient of the *Interac* e-Transfer and correctly provides the Security Answer;

    - Has registered for Autodeposit Transfer and you confirm is the correct Recipient; or

    - Sends you a Request Money Transfer that you complete.

- Except as expressly set forth in this Part 3, we will not be liable for any costs, expenses, losses or inconvenience that you may incur (i) if a person other than the intended Recipient provides the correct Security Answer and receives the *Interac* e-Transfer transaction, (ii) as a result of the improper confirmation of an Autodeposit Recipient or the improper completion of a Request Money Transfer, or (iii) as a result of any act or omission of a Third Party, including a Participating Financial Institution. We are not responsible for retrieving or returning the Transfer Amount or

any part of it to you and you are responsible for settling all such matters and disputes directly with the intended Recipient, Sender, or Requester, as applicable.

Reimbursement for Intercepted Transactions

- Provided you are not a Business or Business User within the meaning of Part 7, if you are the Sender of an *Interac* e-Transfer transaction, we will reimburse you if the funds do not reach the intended Recipient as a result of Wrongful Activity (an "**Intercepted Transaction**"), provided you did not participate in the Wrongful Activity and provided the following conditions are satisfied, as applicable:

    - For *Interac* e-Transfer transactions subject to a Security Question and Security Answer, (a) you did not include the Security Answer in the memo or optional message fields, and (b) the intended Recipient did not make the Security Question and Security Answer widely available;

    - For Autodeposit Transfers, (a) the Autodeposit Recipient's email account has been compromised, and (b) the Autodeposit Recipient's legal name or trade name is the same as or similar to the legal name or trade name used by the fraudster;

    - For Request Money Transfers, (a) the intended Requester's legal name or trade name is the same as or similar to the legal name or trade name used by the fraudster, and (b) and the fraudster has requested funds from a legitimate Sender responding to the request by mimicking or imitating the intended Requester's email;

    - You have complied with this Agreement; and

    - You cooperate with any investigation conducted by us.

- We are entitled to investigate a claim for reimbursement involving an Intercepted Transaction to determine if the foregoing conditions are met. If the investigation is undertaken, we will advise you of the nature and likely duration of the investigation. The results of the investigation may be made available to other financial institutions involved in the claim.

Claiming or Declining an *Interac* e-Transfer® Transaction

- If you are an intended Recipient, you may claim an *Interac* e-Transfer transaction using Online Banking or the online banking service of another Participating Financial Institution. In order to claim or decline an *Interac* e-Transfer transaction using the online banking service of another Participating Financial Institution you may be required to accept the Terms and Conditions provided by that Participating Financial Institution for its online banking service. Other Participating Financial Institutions may charge additional fees for using this service.

- Except in the case of an Autodeposit Transfer, if you are a Recipient, you must provide the correct Security Answer to claim or decline an *Interac* e-Transfer transaction.

- If you successfully claim the *Interac* e-Transfer transaction using Online Banking or the online banking service of another Participating Financial Institution, you should generally receive the Transfer Amount immediately. Regardless of how you claim the *Interac* e-Transfer transaction, the actual time to receive funds may vary and you acknowledge that it may take significantly longer to receive funds in your Account. We cannot guarantee the date that you will receive the Transfer Amount in your Account and we will not be liable for any costs, expenses, losses or inconvenience that you may incur as a result of a delay in processing an *Interac* e-Transfer.

- If you are a Sender and a Recipient declines an e-Transfer, we will provide notice to you that the Recipient has declined it, and the *Interac* e-Transfer will no longer be available to the Recipient.

Cancelling an *Interac* e-Transfer® Transaction

- If you are a Sender then you may request us to cancel an *Interac* e-Transfer transaction before the Recipient has successfully claimed the *Interac* e-Transfer funds. To do so, you must select the specific *Interac* e-Transfer transaction from the "Pending Transfers" page of the *Interac* e-Transfer Service and follow the instructions for cancellation. If you are a Recipient of an *Interac* e-Transfer transaction you acknowledge that an *Interac* e-Transfer transaction may be cancelled at any time by the Sender before you have claimed the *Interac* e-Transfer funds.

- A Requester may cancel a Request Money Transfer before it is fulfilled by the Sender by selecting the Request Money Transfer from the "Pending Transfers" page on the *Interac* e-Transfer Service and following the instructions for cancellation.

- You agree we may cancel an *Interac* e-Transfer transaction or Request Money Transfer at any time before the Recipient has claimed the *Interac* e-Transfer transaction or before the Transfer Amount has been deposited into the account of the Autodeposit Recipient or Requester, if we have reason to believe a mistake has occurred or if we believe the *Interac* e-Transfer transaction or Request Money Transfer is connected with Wrongful Activity.

Expired *Interac* e-Transfer® Transactions

- If the Recipient does not claim or decline the Transfer Amount within 30 days from the day that the *Interac* e-Transfer transaction was sent (or if the Transfer Amount is not sent successfully to the Recipient's *Interac* e-Transfer Service Contact Information within that 30-day period) the Transfer Amount will be returned to the Sender's Account.

- If the Transfer Amount cannot be deposited into the account of an Autodeposit Recipient or a Requester, a notice will be sent to you and the funds will be re-deposited into your Account.

Use of Personal Information and Your Consent

- Any personal information that we collect from you relating to the *Interac* e-Transfer Service (including any email address and mobile telephone numbers that you provide to us if you are a Sender, Recipient or Requester) we be treated in accordance with our Privacy Policies. You agree

that we may collect and use this personal information to make the *Interac* e-Transfer Service available to you (including to process *Interac* e-Transfer transactions and Request Money Transfers). You also agree that we may share this personal information with other Participating Financial Institutions, with Interac Corp., and with Interac Corp.'s suppliers and agents, for purposes of operating the *Interac* e-Transfer Service.

Transmission of Personal Information

- You agree and acknowledge that any personal information sent through the *Interac* e-Transfer Service by you, whether you are a Sender, Recipient or Requester, shall be your responsibility, and we shall not be liable for any cost, expense, loss, damage, or inconvenience for any violation of applicable privacy laws or regulations, as the case may be, and for certainty, you further agree that any transfer of personal information through the *Interac* e-Transfer Service shall be in accordance with our Privacy Policies, and any applicable privacy laws or regulations.

PART 4 – MEMBER ACCOUNT TRANSFER SERVICES

Application of this Part

- The terms of this Part 4 apply only if you enroll and use the Member Account Transfer Services. If there is a conflict between the terms in Part 4 and the general Terms and Conditions in Part 1, the terms of this Part 4 will apply to the extent necessary to resolve the conflict.

Definitions

The following terms will have the following meanings in this Part 4:

"**Account Transfer Information**" means information pertaining to an Account or an account of another member that is or is intended to be used in connection with the Member Account Transfer Services, and is required to facilitate your use of the Member Account Transfer Services and includes, without limitation, branch address, branch number, account number and financial institution number for an applicable account;

"**Member Account Transfer**" means a transfer of funds from one account held with us to another account held with us;

"**Member Account Transfer Services**" means the account transfer feature in Online Banking that allows for the transfer of funds from one account held with us, to another account held with us, whether or not the accounts are held by the same member.

Availability of Member Account Transfer Services

- You acknowledge that we may make all or part of the Member Account Transfer Services available to you from time to time but we are not under an obligation to do so.

- Member Account Transfer Services may be subject to number and dollar limits that may change from time to time without prior notice to you. Any such limits and changes will be effective when established by us.

Consent

- You consent to the collection, use and disclosure of any personal information about you that is provided to us (by you or by a Third Party) in connection with the Member Account Transfer Services.

- The consent described above does not change any other consent or authorization you have given us or may give us regarding the collection, use and disclosure of your personal information.

Use of Member Account Transfer Service

- If we make the Member Account Transfer Service available to you through Online Banking, you are responsible for furnishing all applicable Account Transfer Information. You are responsible for providing Account Transfer Information to us in a form prescribed by us.

- You are responsible for providing correct and operational Account Transfer Information, and for verifying Account Transfer Information prior to using such information in connection with the Member Account Transfer Services. You will provide Account Transfer Information via Online Banking.

- You are responsible for updating Account Transfer Information as required to account for changes to that information, and you will make those updates via Online Banking.

- You agree that we can, at any time:

    - Refuse to permit your use of the Member Account Transfer Services;

    - Refuse to permit a Member Account Transfer between specific accounts that we choose;

    - Limit the number of Transactions that can be made by you through the Member Account Transfer Services;

    - Limit the dollar amount for Transactions, individually or in aggregate, that can be made by you through the Member Account Transfer Services; and

    - Limit the type of Transactions that you can conduct. Specifically, we retain the discretion to determine whether a Transaction will be in the form of: (a) a credit, (b) a debit, or (c) both a credit and debit.

Timing and Receipt of Member Account Transfer

- The actual time to send and receive funds through a Member Account Transfer may vary and you acknowledge we cannot guarantee the date any Member Account Transfer will be completed. We will not be liable for any costs, expenses, losses or inconvenience that you may incur as a result of a delay in processing a Member Account Transfer.

- You acknowledge that we may place a "hold" on funds that are sent or received through the Member Account Transfer Services, and for the duration of the hold the funds may not be accessible to you.

- We will reverse a Member Account Transfer if the funds cannot be delivered or if the funds are returned for any reason.

PART 5 – DIGITAL WALLET SERVICES

Application of this Part

- The terms of this Part 5 apply if you use Digital Wallet Services. If there is a conflict between the terms in Part 5 and the general Terms and Conditions in Part 1, the terms of this Part 5 will apply to the extent necessary to resolve the conflict.

Definitions

The following terms will have the following meanings in this Part 5:

"**debit card**" means your physical Innovation Federal Credit Union Debit Mastercard®.

"**Digital Wallet Services**" means those services offered by Providers that allow you to use a debit card to perform Transactions using your Electronic Device at a Participating Merchant.

"**Participating Merchant**" means a merchant or other Third Party that accepts payment through Digital Wallet Services.

"**Provider**" means a Third Party that makes Digital Wallet Services available through its proprietary applications or operating systems, as the case may be, and includes Apple Inc. and Google LLC.

Other Agreements

- You understand that your use of Digital Wallet Services may also be subject to agreements or terms of use with Third Parties, including a Provider, your wireless carrier and other card issuers.

- You understand and agree that you are solely responsible for identifying and complying with all agreements or terms of use applicable to your use of Digital Wallet Services.

Use of Debit Cards with Digital Wallet Services

- If you want to add a debit card to the Digital Wallet Services, you must follow the procedures adopted by the Provider, any instructions provided by us, and any further procedures the Provider or we adopt.

- You understand that Digital Wallet Services may not be accepted at all places where your debit card is accepted. You may wish to carry your debit card with you in case Digital Wallet Services are not accepted or are otherwise unavailable.

- You understand that the storage and usage of your debit card number (and credentials corresponding to your card number) and all Transactions carried out through the Digital Wallet Services using your debit card are subject to the Terms and Conditions for Financial Services.

- You understand that every Transaction carried out through the Digital Wallet Services is considered to be an authorized use of your debit card, and you are subject to the same liability as if you had entered the personal identification number (i.e. your PIN) for your debit card in a payment terminal or any other accessible device, or signed for such Transaction.

- You understand the Digital Wallet Services are owned and developed by a Provider and are not affiliated with us. You further understand that we do not set the terms of use of the Digital Wallet Services, and we are not responsible for the operation of the Digital Wallet Services.

Removal, Blocking or Suspension of a Debit Card

- You understand that we may not permit you to add a debit card to Digital Wallet Services if we cannot verify the related debit card, if your Account is not in good standing, if we suspect that there may be fraud associated with the related debit card, if applicable laws change or for any other reason we determine at our sole discretion.

- You may suspend, delete, or reactivate a debit card in Digital Wallet services by following the Provider's procedures for suspension, deletion, or reactivation.

- We may suspend your ability to use a debit card or cease allowing you to use your debit card to participate in or otherwise use the Digital Wallet Services. We may take these actions at any time, without telling you first, and for any reason, including if you fail to comply with this Agreement, if we suspect fraud, if your account is not in good standing, if there is a change in applicable law, or for any other reason as we determine in our sole discretion.

- A Provider may suspend or remove your debit card from its Digital Wallet Services in accordance with the agreement in force between you and the Provider.

Maximum Dollar Limit

- The Credit Union, Payment Networks, Participating Merchants, or Providers may establish Transaction limits from time to time in their or our discretion. As a result, you may be unable to use Digital Wallet Services to complete a Transaction that exceeds these limits.

Applicable Fees

- We may charge you fees in connection with your use of Digital Wallet Services.

- Your mobile service carrier, the Provider or other Third Parties may charge you additional fees, including service fees, in connection with your use of your Electronic Device or Digital Wallet Services. You agree to pay such fees.

Security

- You are responsible for keeping your Digital Wallet Services secure. This includes keeping your Electronic Devices secure, identifying all available security features offered by Providers and implementing those features, and also includes keeping all security details (e.g. Passwords)

confidential at all times. You are also responsible for keeping confidential any other information that would allow someone to use the Digital Wallet Services to make an unauthorized Transaction with your debit card.

- You will secure your Electronic Device with the same care you would your Password and personal identification number (i.e. your PIN) in order to avoid unauthorized use of your Account(s). This includes properly maintaining the security of your Electronic Device at all times, including keeping it locked when not in use, keeping it up to date with the latest operating system software and security patches, and ensuring that only your credentials and biometrics are registered on your Electronic Device.

- Only you, the individual whose name is associated with a debit card is permitted to use that debit card with Digital Wallet Services.

- You are responsible for any loss or damages incurred as a result of your use of the Digital Wallet Services on an Electronic Device that has had its security or integrity compromised (e.g. where the Electronic Device has been "rooted" or "jailbroken").

- Except as otherwise set out in this Agreement, you will be responsible for all Transactions carried out using your Electronic Device and debit card regardless of whether the credentials or biometrics used were yours or those of another person. You understand that if the precautions described in this Agreement are not taken to keep your Electronic Device safe, it will be presumed that you contributed to the unauthorized use of your debit card, and you assume all liability for the unauthorized use.

- If (a) your Electronic Device or debit card is lost or stolen or you suspect it is lost or stolen, (b) your login and credentials are compromised, (c) there is a problem with a Transaction or debit card used with Digital Wallet Services, (d) you believe there is an error on your Account, (e) you suspect fraud or (f) any other unauthorized use of your Electronic Device or a security breach has occurred; you agree to immediately notify us by calling 1-866-446-7001 or message us via our website at https://www.innovationcu.ca/help/contact-us.html. In such case, your Account, and Digital Wallet Services may be suspended, frozen or blocked, your debit card may be cancelled, and we may take any other security measures to prevent unauthorized use of your Account(s).

- We will be liable to you for direct losses to your Account(s) that occur through Digital Wallet Services after you provide us with notice as contemplated above, so long as you agree to cooperate and assist us fully in any related investigation and so long as it is shown that you did not knowingly or intentionally contribute to the problem or unauthorized Transaction and that you took reasonable steps to protect the security of the Digital Wallet Services and Electronic Device.

- If you intend to sell, give away or dispose of your Electronic Device (including if you transfer it temporarily to a Third Party, i.e., for repair purposes), you must first delete all debit cards used

with Digital Wallet Services and any other personal information related to the Services from your Electronic Device.

Your Information

- The collection, use and disclosure of your personal information is governed by our Privacy Policies. In addition, you agree that we may collect, use and disclose personal information about you, including information related to your Account(s) and use of Digital Wallet Services, in order to verify your identity and to facilitate your use of the Digital Wallet Services.

- To help protect you and us from error and criminal activities, your information may be shared between us and a Provider as reasonably required for purposes of fraud detection and prevention (for example, informing a Provider if you notify us of a lost or stolen Electronic Device), and similar purposes, as required.

- You understand and agree that we may aggregate and anonymize information relating to your spending and Transactions for analysis purposes and may share that anonymized information with Providers.

- You understand that use and disclosure of your personal information by Third Parties may be governed by additional privacy policies in force between you and Third Parties, such as a Provider. You are solely responsible for identifying, understanding and complying with all additional privacy policies.

PART 6 - MOBILE REMOTE DEPOSIT SERVICES

Application of this Part

- The terms of this Part 6 apply if you enroll and use the Mobile Remote Deposit Services. If there is a conflict between the terms in Part 6 and the general Terms and Conditions in Part 1, the terms of this Part 6 will apply to the extent necessary to resolve the conflict.

Definitions

The following terms will have the following meanings in this Part 6:

"**Central 1**" means Central 1 Credit Union who provides technology and services to us that we may use to provide the Mobile Remote Deposit Services;

"**Eligible Account**" means an Account that you hold with us, to which we allow you to make deposits using the Mobile Remote Deposit Service;

"**Eligible Item**" means a Deposit Item that meets the Requirements for Eligible Items described in this Part 6;

"**Deposit Item**" means a paper cheque (including a bank draft) that is denominated in Canadian dollars and that is drawn on a financial institution branch domiciled in Canada or the United States;

"**Mobile Remote Deposit Service**" means the remote deposit capture service that we may offer through Online Banking. The Mobile Remote Deposit Service allows you to make deposits to an Eligible Account by taking a picture of the front and back of an Eligible Item and then delivering the image and deposit information to us; and

"**Official Image**" means an electronic image of an Eligible Item that you create by taking a picture of the front and back of the Eligible Item with an Electronic Device;

"**VeriPark**" means company who provides technology and services to us related to Online and Mobile banking.

Availability and Use of Mobile Remote Deposit Services

- You acknowledge that we may make all or part of the Mobile Remote Deposit Services available to you from time to time, but we are not under an obligation to do so.

- The Remote Deposit Services are subject to number and dollar limits that may change from time to time without prior notice to you. Any such limits and changes will be effective when established by us.

- You acknowledge that we may impose additional requirements on your ability to use the Mobile Remote Deposit Services and that we may change these requirements at any time without prior notice to you.

- If we make the Mobile Remote Deposit Services available to you: (i) we appoint you as our agent to act on our behalf in the creation and transmission to us of Official Images and other information regarding an Eligible Item and you agree not to delegate this role to any other person or otherwise let any other person purport to create or transmit an Official Image to your Account; (ii) you agree that we may provide information about you and your use of the Mobile Remote Deposit Services to Central 1 and VeriPark (including personal information) to allow us and Central 1 and VeriPark to provide the Mobile Remote Deposit Services to you; and (iii) you agree to grant to Central 1 and VeriPark, a non-exclusive, irrevocable, perpetual, royalty-free, world-wide right and license to use (and to authorize other persons to use) Official Images, other information regarding an Eligible Item and additional information that we may provide to Central 1 and VeriPark about you and your use of the Mobile Remote Deposit Services for the purpose of providing the Mobile Remote Deposit Services to you.

- Any notice that we send to you in connection with the Mobile Remote Deposit Services is for information purposes only and it does not guarantee that we will accept an Official Image or that your Account will be credited. This includes any notice that we provide to you confirming that we have received an Official Image from you after you use the Mobile Remote Deposit Services.

Equipment and Software

- To use the Mobile Remote Deposit Services, you must obtain and maintain at your expense, compatible equipment, and software that we may specify from time to time.

Requirements for Eligible Items

- You agree to use the Mobile Remote Deposit Services only to image, transmit and deposit Official Images of Eligible Items.

- Each Official Image that you transmit must be an original of the Eligible Item. You agree not to image, deposit, or transmit photocopies or printouts of electronic copies of a Deposit Item.

- You agree not to use the Mobile Remote Deposit Services to image, transmit or deposit any of the following types of Deposit Items: (i) Deposit Items which are not Eligible Items; (ii) Deposit Items which have already been deposited through Mobile Remote Deposit Services, a remote deposit capture service offered by another credit union, financial institution or other entity or items previously deposited by any other means; (iii) Deposit Items payable to any person that has not authorized you to handle such Deposit Items; (iv) Deposit Items which are endorsed on the back in a way that does not comply with this paragraph; (v) Deposit Items which are post-dated or dated more than 6 months prior to the date of deposit; (vi) Deposit Items that have been altered on the front; (vii) Deposit Items which you know or suspect are not authentic, are fraudulent or

are not otherwise valid; or (viii) Deposit Items that are payable jointly, unless it is deposited into an Account in the name of all the payees.

- The Eligible Item that you transmit to us must: (i) be legible (which we will determine in our discretion); (ii) comply with the requirements that we establish for the quality of Eligible Items from time to time, and (iii) comply with the requirements established by the Canadian Payments Association (or other applicable regulatory agencies or bodies) from time to time (this includes the requirement that the date, drawee institution, payee, amount in words and figures, signature of the drawer and magnetic ink character recognition (MICR) information must be clearly legible).

Receipt and Processing of Eligible Items

- If you make a deposit at any time when we are not open for business, we will process the deposit on the next business day.

- The day of deposit will be the day we process the Official Image of the Eligible Item. We will credit funds to your Account upon our receipt of the Eligible Item, but you acknowledge that we may place a "hold" on funds that are sent or received through the Mobile Remote Deposit Services and therefore the availability and access to the funds will be subject to any hold that we place on the funds (as well as any other limits or restrictions described in this Agreement).

- You acknowledge that we may determine (and change from time to time) the manner in which Eligible Items are cleared, presented (or represented) for payment and collected.

- If the deposit amount does not match the amount of the Eligible Item transmitted, we will adjust your Account to reflect the amount on the Eligible Item received.

- You acknowledge that we can reject any Deposit Item (or any other instrument or item that is transmitted through the Mobile Remote Deposit Services) whether or not it is an Eligible Item. You also agree that we are not responsible for Eligible Items that we do not fully receive or that are corrupted during transmission.

- You acknowledge that a Deposit Item (or any other instrument or item that is transmitted through the Mobile Remote Deposit Services) may be returned to us by another financial institution if the financial institution determines that the Deposit Item (or other instrument or item, as applicable) cannot be processed, is illegible or otherwise unacceptable. We may also charge back to your Account at any time, any item or Transaction of any kind that we subsequently determine was not eligible for deposit or which has been deposited into your Account and is not paid on presentation.

Your Responsibilities After Transmission of an Eligible Item

- You agree that immediately after transmission of an Official Image, you are responsible for marking the face of the related Eligible Item as having been "deposited" or a with similar mark (e.g. "void" or "paid") that prevents the Eligible Item from being re-deposited or re-presented, taking care not to obscure any material details of the Eligible Item.

- You agree to verify that deposits expected to be made to your Account reconcile with dates and amounts applicable to transmissions made using the Mobile Remote Deposit Services. You further agree to notify us of any errors, omissions, irregularities or concerns about potential fraud or the security of the Mobile Remote Deposit Services.

- You agree to securely retain each Eligible Item for at least 120 calendar days from the date it is successfully deposited and to destroy the Eligible Item within 120 calendar days of the successful deposit date.

- During the time you retain the Eligible Item, you agree to provide, within five business days, the original Eligible Item to us upon request. If you do not comply with such a request, then we can place a hold on or reverse any credit made to your Account in relation to the Eligible Item, even if this creates an overdraft on your Account.

- You are responsible for any costs associated with obtaining a replacement Deposit Item in the event that we request you re-transmit an Official Image of that Deposit Item and the original Deposit Item was lost or destroyed.

Investigations

- You agree to cooperate with us in our investigation of any unusual, improper, unauthorized, suspicious, or fraudulent activities relating to the transmission of Deposit Items or the use of the Mobile Remote Deposit Services. You also agree to provide reasonable assistance to us in our investigation of any poor-quality transmissions, or resolution of other customer claims relating to the Mobile Remote Deposit Services.

Disclaimers, Liability Limitations and Indemnification Requirements Specific to the Mobile Remote Deposit Services

- You acknowledge and agree that we expressly disclaim all warranties of any kind as to the Mobile Remote Deposit Services, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

- You agree that we will not be responsible for any losses or damages, including, but not limited to, damages for loss of profits, use of data (even if we have been advised of the possibility of such damages) resulting from: (i) your use or your inability to use the Mobile Remote Deposit Services; (ii) an interruption in your receipt of the Mobile Remote Deposit Services or a delay in processing a deposit; (iii) our requirement that you obtain another Deposit Item as contemplated in this Part

6; (iv) unauthorized access to or alteration of your transmissions or data; (v) any other person transmitting a Deposit Item (or any other item or instrument) to the credit of your Account; (vi) the poor quality of the Official Image or Deposit Item (including rejection of the Deposit Item or delayed or incorrect crediting of the Deposit Item); (vii) any charge back or adjustment that we make to your Account as contemplated in this Part 6; or (viii) any inaccurate information you supply regarding the Deposit Item.

- By using the Mobile Remote Deposit Services, you accept the risk that an item may be intercepted or misdirected during transmission. We are not responsible to you or any other person if this does happen.

Your Declarations and Warranties

- Each time you transmit a deposit using the Mobile Remote Deposit Services you declare and warrant to us that: (i) you are transmitting an Eligible Item; (ii) the Official Image accurately represents all pertinent information on the front and back of the Eligible Item at the time of transmission; (iii) you have not already deposited or cashed the Eligible Item; and (iv) you will not re-deposit or re-present the original Eligible Item.

- You agree to take all necessary precautions to prevent any other person from creating or transmitting an Official Image to the credit of an Eligible Account.

Indemnification

- You agree to indemnify and hold us harmless from any loss or damage we may incur because of your breach Your Declarations and Warranties set forth in this Part 6 (except for any loss or damage that we incur because of our own negligence or intentional misconduct).

- You agree to indemnify and hold us, our affiliates, our service providers, Central 1, VeriPark, and all of their connected parties, including, without limitation, their respective agents, directors, officers and employees, harmless from any Third Party claims liability, loss, damages, expenses and costs (including but not limited to, direct, indirect and consequential damages and reasonable legal fees) that are caused by or arising from: (i) your use of the Mobile Remote Deposit Services; (ii) the re-deposit or re-presentation of items that were at any time presented as Official Images of Eligible Items; (iii) the misuse of Official Items (or items purporting to be Official Items); or (iv) your violation of any Terms and Conditions in this Part 6.

- You agree to assist and cooperate with us fully and as reasonably required by the indemnified parties in the defense of any demand or claim made against any of them in connection with this Part 6. You further agree that this indemnity will survive indefinitely after the termination of this Agreement and apply to the extent permitted by law.

PART 7 - BUSINESS SERVICES

Application of this Part

- The terms of this Part 7 apply to the use Business Services. If there is a conflict between the terms in Part 7 and any other Part of this Agreement, the terms of this Part 7 will apply to the extent necessary to resolve the conflict.

- If this Part 7 applies, then wherever the terms "**you**", "**your**" and "**Account Holder**" are used in this Agreement, then each of these terms will be deemed to mean (a) an individual Business User, and (b) the Business itself. Each provision of this Agreement will apply to you in accordance with your business role as or within the Business.

Definitions

The following terms will have the following meanings in this Part 7:

"**Business**" means a sole proprietorship, partnership, corporation, society, holding corporation, joint venture, association, or other business organization which carries on commercial activity through its Account.

"**Business Services**" means the Services that we make available for use by or on behalf of Businesses and Business Users.

"**Business User**" means a Signing Officer or Delegate.

"**Delegate**" means any person authorized by a Signing Officer on behalf of the Business to undertake limited actions with respect to Account functions and includes Initiator Delegates and Read-Only Delegates.

"**Initiator Delegate**" means any person authorized by a Signing Officer to start, view, and cancel certain Transactions on the Account and to view the Account using an Electronic Device; and

"**Read-Only Delegate**" means any person authorized by a Signing Officer to view the Account using an Electronic Device.

"**Signing Officer**" means any person authorized by the Business to provide any instructions or authorize any Transactions on the Account, and for whom notice of such authorization has been given to the Credit Union.

Availability of Business Services

- You acknowledge that we may make Business Services available to you from time to time but we are not under an obligation to do so.

- You acknowledge your Accounts used in connection with the Business Services may not be included in an aggregate view of all your Accounts, and you may be required to access your business-related Accounts separately from other Accounts.

Enrollment in Business Services

- To enroll in Business Services, one of the Business' designated Signing Officers must complete the registration procedure. Implementation of the Business Services is subject to our review and approval.

- If the Account has a dual-signature requirement, then the following shall apply:

    - Two of the designated Signing Officers must complete the registration procedure.

    - Transactions under the Business Services cannot be performed on the Account until two Signing Officers have completed the Business Service registration process.

    - During the period where only one of the Signing Officers has completed the registration process the Account will be available to be viewed by the initial Signing Officer that has completed the registration process.

    - We may reject the Business's enrollment in Business Services if two Signing Officers do not complete the Business Service registration procedure within fifteen (15) calendar days.

Different Levels of Access

- We may provide different levels of access to the Business Services for different categories of Business Users. A Business User's ability to access an Account and use the Business Services will be limited by the level of access that we provide to him/her/them. It is the responsibility of the Business to ensure that the level of access we provide to a particular Business User is appropriate for that person.

- By designating a person as a Signing Officer, the Business is authorizing that person to view information about the Business and to carry out online Transactions on behalf of the Business. In addition, Signing Officers are authorized to appoint and remove Delegates on behalf of the Business.

- If the Business requires more than one Signing Officer to authorize a Transaction, then we may allow one Signing Officer to initiate a Transaction. However, another Signing Officer(s) will generally be required by us to approve the Transaction. Nonetheless, the Credit Union may (in its sole discretion) choose to receive or rely on instructions from any single Signing Officer on behalf of the Business even if two or more signatures are otherwise required to operate the Account (e.g. to sign cheques, etc.).

- By designating a person as a Delegate, the Business is authorizing that person to access and view information about the Business and the Account.

- Delegates do not have the right to carry out online Transactions on behalf of the Business. Any Transactions which are started by an Initiator Delegate must be authorized by a Signing Officer (or Signing Officers if dual authorization is required) before being completed.

- We are not responsible for determining the adequacy of the authority of any Business User and we are entitled to rely on any instruction provided to us by a Business User which is within the scope of their designated authority as set out above. It is the Business's responsibility to verify the identity of each Signing Officer or Delegate at the time of their appointment and to provide that information to us when requested.

- A Business User has the authority to request that the Credit Union stop printing or mailing Account statements to the Business.

Collection, Use and Disclosure of Personal Information

- The Business will ensure that each Business User consents to the collection, use and disclosure of their personal information as required in order for us: (i) to verify their identity (including biometrics); (ii) to provide financial services and products to the Business, including to carry out actions and Transactions as the Business User may instruct; and (iii) to comply with legal and regulatory requirements.

- The Business agrees to provide, on our request, full particulars of the identities of any and all Signing Officers, Delegates and other officers, employees or parties related to the Business.

Business User Compliance with Agreement and Security Matters

- The Business will ensure that each Business User is aware of and complies with this Agreement including all Terms and Conditions relating to appropriate use and security of the Business Services. Without limiting the generality of the foregoing, the Business will ensure each Business User discharges the duty to carefully choose a Password, the duty to keep Passwords secret, and the duty to change Passwords and notify us if the Business User suspects that someone else knows a Password. In addition, the Business will ensure that each Electronic Device that a Business User uses to access the Business Services on behalf of the Business has an up-to-date anti-virus program, anti-spyware program and a firewall, where such security measures are available for the Electronic Device.

Unauthorized Use/Entry Errors

- The Business accepts responsibility for all liability that may arise as a result of: (i) a Business User authorizing a Transaction on behalf of the Business, whether with or without the Business' specific authorization in any particular instance; or (ii) a Business User making entry errors.

- The Business also accepts responsibility for all liability that may arise from any unauthorized use of the Business Services, including a Business User misusing his or her authority in any way, either purportedly on the Business' behalf or for personal or other purposes.

Indemnity by Business

- The Business agrees to indemnify and save us harmless from and against all liability that may arise (other than due to our own negligence or misconduct), including legal fees and disbursements reasonably incurred by us, arising from a breach by the Business or a Business User of any part of this Agreement, or from our acting or declining to act upon any instruction or information given to us in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss that the Business may provide to us, and will survive any termination of this Agreement.

PART 8 – DIGITAL PIN VIEWING

Application of this Part

- The terms of this Part 8 apply to you if we allow you to view your PIN on screen (as that term is defined below) through Mobile Banking or Online Banking. If there is a conflict between the terms in Part 8 and any other Part of this Agreement, the terms of this Part 8 will apply to the extent necessary to resolve the conflict.

Definitions

The following terms will have the following meanings in this Part 8:

"**Innovation Debit Mastercard®/PIN Terms and Conditions**" means the legal agreement between you and us that relates to the use of your Innovation Federal Credit Union Debit Mastercard®, including the Innovation Federal Credit Union Debit Mastercard®/PIN Agreement, as may be updated from time to time in accordance with its terms.

"**PIN**" means the personal identification number associated with your Innovation Federal Credit Union Debit Mastercard® under the Innovation Debit Mastercard®/PIN Terms and Conditions.

Digital PIN Viewing Services

- We may provide you a feature through Online Banking or Mobile Banking that allows you to view the PIN for your Innovation Federal Credit Union Debit Mastercard® on the screen of your Electronic Device. This feature is a Third Party Service under the terms of this Electronic Services Agreement. You acknowledge and accept that there are security risks of use. These risks include the possibility that your PIN may be exposed if your Electronic Device is lost, shared, compromised, not properly secured, or if you do not shield your PIN during use of the feature. Once your PIN is shown on screen, it may also be stored by your Electronic Device or applications in ways that we cannot control. You agree that you are responsible for accessing this feature only on your own trusted, secure Electronic Device, and for always maintaining the confidentiality of your PIN. You agree to protect your PIN in accordance with the Innovation Debit Mastercard®/PIN Terms and Conditions while viewing your PIN through this feature. You agree that we are not responsible for any losses or unauthorized transactions that result from your PIN being viewed, accessed, saved, screen captured or recorded (whether by you or another person, intentionally or unintentionally) or otherwise misused through this feature.

- We may limit how often you view your PIN, or how and when you may access this feature. To further protect your PIN before using this feature, we may require you to verify your identity using extra security steps, such as logging in again, biometric verification, entering a one-time passcode or combination of any (multi-factor authentication). We reserve the right to change, update, suspend, or disable this feature at any time without notice to you for any reason, including security or operational reasons.