



Account & services guide

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An introduction to your Vancity account and services guide.

Your Account and Services Guide outlines your obligations and ours when using your Vancity personal account and related services. It outlines our commitments to each other so that our financial co-operative continues to thrive and so do our members.

It's a legal document. We appreciate that it sounds like one. In this case it's imperative that we thoroughly and transparently document our respective responsibilities in detail, and there are some legal terms and phrases we just couldn't avoid. So please review this guide and keep it on file as you would any other important contract.

We hope you'll find your Account and Services Guide is:

Transparent: We outline, in great detail, your responsibilities as an account holder, and our commitments to you as your credit union.

Comprehensive: You'll see that we address account services and instructions, transactions, account security, fraud prevention, liability, risk and other details – everything you need to know about doing business together.

Convenient: We embrace the many ways you can access money today. Your guide covers the operations of your account whether you choose to bank at a community branch, by automatic teller machine, by using your MEMBER CARD® Debit Card, online, by cell phone, smart phone or other hand-held mobile device, by telephone or by any other account access means that the future has in store.

Together helping protect you from fraud:

Your guide contains important and very specific information about what you should do to protect yourself against fraud and unauthorized use of your account. It addresses password security, lost and stolen cards and PHISHING (fraudulent requests for account information).

Please protect yourself and your money by reviewing the Account and Services Guide closely.

If you have any questions about your Account and Services Guide, please get in touch with us. Staff at our branches and call centre are happy to help.

How to get in touch with us.

You can reach any Vancity branch by calling **604.877.7000** or **1.888.826.2489**. In Victoria call **250.519.7000**

You can also reach us by email, mail or through our website:

email feedback@vancity.com

mail Vancity
PO Box 2120
Station Terminal
Vancouver, BC V6B 5R8

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The Account and Services Guide starting on this page and contained in the rest of this document, along with the Member Account and Services Application, together outline Member and Vancity obligations governing the Member's use of the Account.

By using the Account, the Member accepts and agrees to follow the Account Guide. The Account Guide replaces any existing agreement(s) between the Member and Vancity relating to an Account as defined in Section 1 (definitions), except as otherwise provided for in the Account Guide. The Account Guide may cover more Account services than the Member is currently using but once the Member is accepted for and uses those additional services, the Member's use of those services is the Member's acceptance of and agreement to be bound by the terms that govern such services in the Account Guide and any other agreements that may apply to that Account service.

In exchange for Vancity agreeing to provide the Account and offer services related to the Account, the Member agrees as follows:

1. Definitions

1.1 Interpretation

Any capitalized defined term used in the Account Guide, defined in the singular, is deemed to include the plural and vice versa.

"Account" means any personal account of the Member with Vancity, and excludes share accounts.

"Account Access Device" means any device used to access any Account, including without limitation an ATM, a computer, a telephone, a Mobile Device, a Debit Card, and any other such device Vancity may from time to time permit the Member to use to access the Account.

"Account Guide" means the Terms and Conditions starting on Page 1 of this pamphlet, along with the Member Account and Services Application.

"ATM" means an Automated Teller Machine.

"Biller" means a person who uses the Online Bill Delivery Services to deliver bills and invoices to their customers electronically.

"Debit Card" means a card issued by Vancity and called a MEMBER CARD Debit card that allows the holder of the

card to deposit cash and Instruments or withdraw cash from the Account through an ATM or at a community branch, and to authorize Transactions on the Account through an ATM or at a community branch, and that operates like an Instrument to purchase goods and services from merchants using a Merchant Terminal or any other such device Vancity may from time to time allow.

"Debit Card Transaction" means any Transaction processed to the Account by or through the use of a Debit Card.

"Eligible Item" means a deposit item of a class specified by a by-law, a Rule, or a standard made under the Canadian Payments Act, and defined therein as an 'eligible bill'. For greater certainty, under this Account Guide, an Eligible Item supporting an Official Image, must be a paper-based Instrument, complete and regular on its face, immediately payable to the Member as payee, and be a cheque in Canadian Dollars and drawn on a Canadian branch of a financial institution operating in Canada. For the purposes of this Account Guide, the following do not qualify as Eligible Items: (i) post-dated Instruments and third party Instruments that were either delivered to the Member with the payee in blank or endorsed over to the Member; (ii) any Instrument that has been in any way transferred to the Member from anyone other than the drawer, or has been endorsed over to the Member, or has been altered after being drawn; and (iii) traveller's cheques.

"e-Transfer Answer" means the word or phrase created by the sender of an e-Transfer and used by the recipient to claim or decline the money transfer using e-Transfer Services.

"e-Transfer Service Provider" means Acxsys Corporation (including any successors and assigns) that provides e-Transfer Services through Online Banking to Participating Financial Institutions including Vancity.

"e-Transfer Services" means the Interac® e-Transfer feature available in Online Banking that allows a member to transfer or receive money by the sending and receiving of email through Vancity's Online Banking to and from Participating Financial Institutions, or the e-Transfer Service Provider.

"External Account" means a qualifying Account held at another Canadian financial institution in the Member's name or on which the Member has the authority to independently authorize Transactions.

“Facsimile Signature” means a signature engraved, lithographed, printed, stamped, or otherwise mechanically reproduced or computer generated on an Instrument.

“Including” means “including without limitation” and similar words having similar meanings.

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

“Member” means a primary member, a joint member, or a joint tenant of one or more Accounts of a member of Vancity.

“MEMBER CARD Debit Card Services” means the services offered by Vancity from time to time allowing the Member to access the Account with a Debit Card and a PIN, or when applicable, with a Debit Card and near field communication chip embedded in the Debit Card, including but not limited to ATMs and Merchant Terminals.

“Merchant Terminal” means a device used by merchants to allow the purchase of goods or services from those merchants using a Debit Card.

“Merchant Transaction” means the use of the Debit Card and the PIN, or when applicable, the Debit Card and near field communication chip embedded in the Debit Card, on a Merchant Terminal as may be permitted from time to time by Vancity for:

- a) the transfer of funds from the Account to purchase or lease goods or services from a merchant (the “Merchant”),
- b) the transfer of funds from the Account to obtain a voucher, chit, scrip, token, or other thing that may be exchanged for goods, services, or money, or
- c) the transfer of funds into the Account from an Account of a Merchant (e.g. a refund).

“MIC” means the Member Identification Code selected by the Member upon becoming a Member of Vancity.

“Mobile Device” means any Account Access Device that is a portable hand-held device or tablet, a mobile telephone and any other similar portable device that Vancity may permit to be used to access an Account.

“Mobile Deposit Service” means the remote deposit capture service provided by Vancity, and accessed through Online Banking that allows the Member, using a Mobile Device or any other means authorized by Vancity in its sole discretion from time to time, to create, transmit, and receive to the benefit of Vancity, an Official Image for deposit to the Account.

“Night Deposit Service” means the service that allows the Member to make deposits after regular business hours.

“Non-Registered Term Deposit” means a deposit made where a specified interest rate for a specified time period is established between Vancity and the Member and certain restrictions on withdrawal of that deposit may apply and the deposit is not tax sheltered.

“Notice Contact Information” means the contact information, including, without limitation, postal address, email address, fax number, or telephone number, provided by the Member to, and accepted by Vancity, through which Vancity may give written notice to the Member in accordance with this Account Guide.

“Notification” means a written notification generated by or on behalf of Vancity that provides, to the Member, notice of a pending or completed Transaction or a summary of the balance of the Account, including notifications issued by email or SMS text messages to any of the Member’s Notice Contact Information.

“Official Image” means an electronic image of an Eligible Item, either created in accordance with the provisions of this Account Guide or that otherwise complies with the requirements to permit negotiation and clearing of that Eligible Item in accordance with the by-laws, standards, or Rules of the Canadian Payments Association.

“Online Banking” means all of the services from time to time made available online via the internet at Vancity’s Website or through Vancity’s mobile banking apps, using an Account Access Device through the use of the PAC and any other security code or measure that Vancity may require.

“Online Bill Delivery Service Provider” means EPO Inc. (doing business as epost™), an electronic mail service provider that Vancity allows to provide Bill Delivery Services to Members who enroll in Online Banking and such services.

“Online Bill Delivery Services” means an electronic mail service provided by epost™ that facilitates the delivery of bills and invoices from Billers to their customers and used by Members who enroll for such services.

“Overdraft Rate” means the per annum rate of interest, regardless of compounding frequency, designated by Vancity as its “Overdraft Rate” from time to time.

“PAC” means the personal access code or word used to access an Account.

“Participating Financial Institution” means a financial institution participating in the e-Transfer Services.

“Personal Access Features” means the unique identifiers selected by the Member to protect and customize access to the Account, such as codes, images, phrases and challenge questions used when accessing the Account with an Account Access Device and using Online Banking.

“PIN” means the personal identification number selected by the Member permitting access to the Account with the Debit Card.

“Preauthorized Debit” means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with the Member’s instructions to a Third Party to debit the Account under Canadian Payments Association Rules.

“Remote Instructions” means instructions given to Vancity with respect to the operation of the Account from a remote location using a telephone, Mobile Device, fax, via Online Banking, email, text message transmission, or other remote communication acceptable to Vancity in order to operate the Account or authorize Transactions and make arrangements with Vancity.

“Rules” means the published rules and standards of the Canadian Payments Association as amended from time to time.

“Third Party” means any person, firm, corporation, association, organization, or entity other than Vancity and the Vancity Group of Companies.

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

“Vancity” means Vancouver City Savings Credit Union, its successors and assigns, and includes its business divisions.

“Vancity Group of Companies” means Vancity and its subsidiaries and affiliates now or in the future.

“Vancity’s Website” means vancity.com.

2. Accounts - ownership, signing authority, statement verification, fees and interest, etc.

2.1 Personal account

The Member agrees to use the Account for personal banking needs only. If the Member uses the Account for business purposes, Vancity may charge the Member fees for business banking services or Vancity may close the Account or both.

2.2 Joint property

If the Account is a joint Account, each Member who is an Account holder assigns and transfers to all jointly all monies, including interest, which now or at any time stands to the credit of the Account and agrees that all such monies will be the Members’ joint property.

- a) **Death of Joint Account Holder(s)** - On the death of any one or more joint Account holder(s), the deceased Account owner’s interest in the Account will pass automatically to the surviving joint Account holder(s) and any surviving joint Account holder(s) may continue to operate the Account and conduct Transactions in accordance with the Account Guide. The joint Account holder(s) hereby each provide Vancity with the irrevocable direction to so operate the Account. Vancity shall be entitled to so operate the Account and conduct Transactions as requested without inquiring into or recognizing any claim as between the surviving joint Account holder(s) and the deceased joint Account holder(s)’ heirs, executors, administrators, assigns or any other Third Party claiming any right or interest in the Account. The joint Account holder(s) acknowledge and agree that by acting on this right of survivorship, Vancity will not be liable for any loss, damage or legal costs incurred in any dispute between the estate of a deceased joint Account holder, the surviving Account holder(s) or a Third Party.

2.3 Joint and several liability

If the Account is a joint Account, each Member who is an Account holder agrees that they are jointly and severally liable to Vancity for all Transactions, obligations, debts, and liabilities under the Account Guide or incurred by operation of the Account, even if caused solely by the act or omission of the other joint Account holder(s).

2.4 Signing authority – joint account

If the Account is a joint Account, the signing authorities for the Account may be set up as any one to sign / all to sign / any number to sign as designated by the Members on the member account and services application form. If the Members do not select signing authorities for the joint Account, the Members agree the Account will be operated as any one to sign meaning any joint Account holder can operate the Account. The designation of signing authority determines authority to operate the Account.

Despite the signing authorities,

- a) Vancity may, at its sole discretion, require all Members who are Account holders to confirm an Account Transaction;
- b) any Member may make deposits to the Account; and
- c) any Member may update the Member information relating to the Account, such as the mailing address.

It is the responsibility of all Account holders of a joint Account to verify Transactions and monitor changes affecting the Account.

2.5 Joint account information

If the Account is a joint Account, each Member acknowledges and agrees that any joint Account holder is entitled to access all information about the joint Account, including information about:

- a) the Account prior to it becoming a joint Account; and
- b) any other Account holder named on the joint Account.

2.6 Children under 13

A Member under 13 years of age (or such other age as Vancity may designate from time to time) is not permitted to hold an Account solely. An Account for a Member under 13 years of age (or such other age) must be a joint Account held with another Member who is a parent or legal guardian of the Member.

2.7 Youth accounts

Members under 25 years of age (or such other age as Vancity may designate from time to time) are considered youth Members and qualify for products and services Vancity provides exclusively to youth Members, such as youth Accounts. In the month of the birthday on which the youth Member ceases to be a youth Member, Vancity will replace any youth Account with an appropriate Account type available at that time and as determined solely by Vancity and the Member will pay all related fees, charges and interest applicable to that Account. Youth Members may use youth Accounts for their own personal banking needs only. If a youth Account is used for or by someone other than a youth Member, Vancity may charge fees for the Account as if the Account were not provided to a youth Member or Vancity may close the Account.

2.8 Powers of attorney, representation agreements, property guardians, committees and similar appointments

The Member may appoint an attorney under a valid power of attorney or a representative under a valid representation agreement or a court may appoint a committee, property guardian or legal guardian (collectively hereafter called “Account Representative”) with authority to act for the Member in respect of an Account. Vancity, in its sole discretion, may refuse to accept or act on any such appointments if the documentation relating to the appointment of such Account Representative appears to be invalid or does not clearly provide the Account Representative the right to operate the Account or conduct Transactions in the manner requested by the Account Representative or for any other reason.

The Member will indemnify and hold Vancity, its successors, assigns and affiliates and their respective directors, officers, agents and employees, harmless against, and will pay Vancity promptly on demand for, any loss, liability and expense including legal costs arising out of the Account Representative’s use and operation of the Account and all related services and Transactions, if Vancity or its successors, assigns or affiliates are made a party to any action between or by the Member, the Account Representative, or their assigns or successors or to which any of them is a party and which relates in any way to the appointment or actions of the Account Representative.

If an Account is a joint Account, Vancity may also refuse to honour any Account Transaction made by an Account Representative unless the addition of the Account Representative has been agreed upon (in writing) by all other joint Account holders. Any Account Representative will have access to the previous Account history and Transaction details for the Account and the Member and all joint Account holders (if applicable) agree to this access being provided.

2.9 Member insolvency, bankruptcy, death, and mental incapacity

Vancity will not allow a Member to conduct Transactions or deal with the Account in any way if:

- a) a Member who holds an Account (joint or sole) has declared bankruptcy or become the subject of a bankruptcy proceeding;
- b) a Member has been declared mentally incompetent or incapable of managing a Member's own affairs, unless the Member has appointed an attorney whose capacity survives the Member's mental incompetency, or a legal guardian has been appointed to manage the Member's affairs and Vancity is satisfied that any such appointments are valid; or
- c) Vancity is notified in writing of a Member's death. If Vancity receives proper estate documentation, Vancity shall allow the authorized estate representative to operate the Account. Estate documentation means any document that Vancity requires in its absolute discretion to operate the Account, and may include a death certificate or probated will.

If the Account is a joint Account, Vancity will operate that Account as described at Section 2.2 (Joint Property) but Vancity is authorized to release any information about the joint Account prior to the Member's date of death to a Member's authorized estate representative.

2.10 Service charges and fees

The Member will pay the service charges and fees that Vancity establishes from time to time for the Account, including, without limitation, fees imposed by a Third Party. All fees and service charges may be charged to the Account and must be paid by the Member. Vancity may from time to time increase or decrease the service charges

or fees for the Account or introduce new service charges or fees and post notice of such changes in community branches or on the Vancity Website or make them available through Online Banking. Current service charges for the Account may be obtained by contacting Vancity or through Vancity's Website and are published 30 days prior to the implementation of the service charge. By requesting the Account, the Member acknowledges the Member's agreement to pay service charges and fees for the Account requested by the Member then in effect. Vancity can deduct service charges from the Account (or other Accounts of the Member with Vancity) when the service is requested or performed.

The Member acknowledges that Third Parties, including but not limited to internet service providers, mobile phone companies, wireless carriers and other financial institutions may also charge fees for their services that the Member may use to access the Account and conduct Transactions at Vancity. The Member agrees that any such Third Party service fees must be paid by the Member and are in addition to any fees Vancity may charge to conduct Transactions or perform any Account services under the Account Guide.

2.11 Interest paid on accounts

Interest may be paid on Accounts and may vary from time to time. Vancity may change the interest rates and manner of calculating and determining the rates. Vancity's current rates are available on request in community branches or on Vancity's Website. The Member acknowledges that interest may not be paid on an interest-bearing Account if the balance in the Account falls below a certain level designated by Vancity or if the interest rate payable on such Account is zero percent. If Vancity freezes the Account in accordance with the Account Guide, Vancity may choose not to pay interest while the Account is frozen.

2.12 Account operation – costs and legal fees

The Member agrees to pay Vancity for any cost Vancity may incur relating to the administration or operation of the Account, including costs incurred:

- a) in responding to any legal notice, seizure, demand or other court process governing the Account, or in responding to or complying with court orders, warrants, summons to witnesses, subpoenas, statutory demands, or investigations or responding

to any investigation, proceeding, or requirement to provide information, including those in which copies of financial information or records of the Member are sought or required from Vancity; or

- b) in dealing with any dispute between Account holders or others claiming an interest in or relating to the operation of the Account.

The above costs include legal fees (on a solicitor and own client basis), fees for administrative time, communication costs, transmission or delivery costs, and costs for retrieval and copying of documents. Vancity may charge these costs to any Account the Member holds with Vancity.

2.13 Account claims, dispute and account freezes

If Vancity receives notice of a possible claim against, or interest in, any Account by court order, statutory demand or otherwise, or under applicable family, domestic relations, matrimonial property, or similar legislation, a marriage agreement, separation agreement or otherwise, Vancity may refuse to permit any Account holder to have any dealings with the Accounts. Vancity will not be liable for any loss or damage resulting from any refusal by Vancity under this section. The Member agrees to pay Vancity all costs described in Section 2.12 (Account Operation – Costs and Legal Fees) to such claims and disputes, and Vancity may charge these costs to the Account.

2.14 Transaction holds and verifications

The Member acknowledges and agrees that Vancity has the right to place a “hold” on all or part of the proceeds of any Instrument deposited to the Account, and to defer the Member’s right to withdraw funds represented by such a deposit. (A “hold” is not the same as a “freeze” on an Account. A hold is applied to the amount or a portion of the amount of the proceeds of a particular Instrument deposited and does not interfere with the Member’s ability to withdraw funds from the Account other than the amount of the Instrument deposited to the Account.) All Transactions are subject to verification and acceptance by Vancity and, if not accepted, or if accepted but subsequently determined to be in error, unauthorized, or worthless, Vancity may reverse them from the Account. Verification may take place at a date later than the date the Member authorized the Transaction, which may

affect the Transaction date. Notwithstanding any other term of the Account Guide, if at any time Vancity ever determines that a credit to or traced to the Account was made in error or based upon a mistake of fact, or induced through or tainted by fraud or unlawful conduct or otherwise, Vancity may place a hold on the amount of the credit or reverse the credit and any applicable interest.

2.15 Paper statements

Unless the Member asks Vancity to hold the Member’s statement of Account for pick up by the Member, or appoints an agent in writing to pick up the statement of Account, or asks not to receive a statement of Account, Vancity will mail such statement of Account to the Member’s last known address indicated in Vancity’s records. If the Account is a joint Account, the Members agree that Vancity may mail the statement of Account to the Member first named on the Account. It is this Member’s responsibility, as between joint Account holders, to distribute Account statements as agreed between joint Account holders. To comply with legal requirements, Vancity may in certain cases be required to mail a statement of Account even if the Member has requested not to receive one.

2.16 No paper statement acknowledgement

If, at the request of the Member, Vancity agrees to cease printing and mailing statements of Account for the Account to the Member, the Member acknowledges and agrees that the Member must obtain (whether from Vancity or using Online Banking) and review electronic Transaction records for the Account in order to comply with Member Account verification obligations in the Account Guide.

2.17 Member’s duty to review account information

The Member agrees to regularly review each paper statement of Account or electronic Transaction record of the Account using Online Banking to check and verify the entries and Transactions noted within 30 days of the Account statement cycle date (the “Account Verification Period”). The Member agrees to give immediate written notice to Vancity if the Member suspects or has reason to believe that the Account has been compromised, shows fraudulent or unauthorized Transactions, or if the Member reasonably believes that any person other than the Member has gained or is likely to gain unauthorized access to the Account.

For the purposes of this section, the “statement cycle date” is the date on which a community branch of Vancity generates statements of Account for Accounts held at that branch. Accounts opened at different community branches may have different statement cycle dates.

a) **Account Verification Period – No Paper Statement or Monthly Paper Statement Option**

If the Member chooses not to receive a paper statement of Account or chooses to receive a paper statement other than monthly, the Member must obtain the statement cycle date for each Account by contacting Vancity and must review the electronic Transaction records using Online Banking within the Account Verification Period applicable to this option.

If the Member does not use Online Banking and receives paper statements of Account other than monthly, the Member must make arrangements with their community branch to ensure compliance with Member Account verification obligations.

If the Member suspects there are any errors or omissions on the electronic Transaction record for the Account, the Member shall immediately notify Vancity in writing, and in any event, within the Account Verification Period applicable to this option (30 days of the statement cycle date).

b) **Account Verification Period – Monthly Paper Statement Option**

If the Member receives a paper statement of Account for the Account on a monthly basis by mail or pick up at the community branch, the Member shall notify Vancity in writing within the Account Verification Period (30 days of the statement cycle date) if the Member suspects there are any errors or omissions on the statement.

If the Member does not notify Vancity in writing of any errors or omissions within the applicable Account Verification Period, the Member agrees that:

- a) the amount of the balances shown on the Account statement or electronic Transaction record are correct and binding on the Member subject to the right of Vancity to make corrections or reversals in accordance with the Account Guide;
- b) all amounts charged to the Account are valid and authorized;

- c) the Member is not entitled to be credited with any amount not shown on the statement of Account or electronic Transaction record for the Account;
- d) the Member has verified the validity of any Instruments, Transactions and other Account instructions;
- e) the use of any service shown is correct; and
- f) Vancity will be released from:
 - i) any claim with respect to any Instrument and Transaction; and
 - ii) any claim relating to the Account or service for negligence, conversion, breach of trust, breach of fiduciary duty or otherwise that occurred within or prior to the Account Verification Period.

If the Member suspects that the records of Vancity, the statement of Account or the electronic Transaction records contain an error or omission, or reflects unauthorized Account activity, the Member must give immediate written notice to Vancity and no later than the applicable Account Verification Period.

2.18 Transaction reversals and chargebacks

The Member acknowledges and agrees that:

- a) notwithstanding an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by Vancity and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of Account for the Account will be modified accordingly, even after the 30 day Account Verification Period described in Section 2.17, (Member’s Duty to Review Account Information), has passed; and
- b) notwithstanding a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by Vancity. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting of a credit. The statement of Account and electronic Transaction record for the Account will be modified accordingly, even after the 30 day Account Verification Period described in Section 2.17, (Member’s Duty to Review Account Information), has passed.

2.19 Vancity records binding

Unless objected to in writing within the applicable 30 day Account Verification Period described in Section 2.17, (Member's Duty to Review Account Information), the Member agrees that Vancity's records are conclusive evidence of the Member's dealings with Vancity regarding the Member's Account and are correct, complete, authorized, and binding upon the Member, and Vancity will be released from all liability for Account activity preceding and during the applicable Account Verification Period.

After the expiration of the applicable 30 day Account Verification Period where no required notice has been received by Vancity from the Member, the Member may not claim for any purpose that any entry on or omission from the statement of Account or electronic Transaction record is incorrect or contains omissions and will have no claim against Vancity for reimbursement relating to any entry, error or omission, even if the entry, error, or omission is unauthorized or fraudulent or is based upon an Instrument or instruction that is in any way forged, unauthorized, or fraudulent.

The records of Vancity are conclusive for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between the Member and Vancity in respect of any Transaction. The Member will not object to the admission of Vancity's records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer.

Vancity may monitor or record any telephone call with a Member. The contents of these recordings of the call may be retained in the records of Vancity. Vancity may inform the Member before proceeding with the call of this possibility. This is to establish a record of the information and instructions the Member provides and to ensure adequate Member service levels.

Nothing in this section limits in any way the rights of Vancity under the terms of the Account Guide.

2.20 Cheque imaging

Vancity has a cheque imaging program. Vancity will determine, in its sole discretion, whether copies of images of Instruments and other items will be provided for the statement of Account or electronic Transaction

record for the Account. The Member acknowledges that copies of images of Instruments and other items may be provided to the Member before Vancity has determined whether the Instrument or other item will be honoured or accepted and agrees that copies of images of Instruments and other items are made available by Vancity as a service to the Member and that the provision of copies of images of Instruments and other items does not mean that the Transaction has been processed or in any way obliges Vancity to honour or accept the Instrument or other item.

The Member acknowledges that as part of Vancity's imaging program, the physical Instruments and other items may be destroyed. If Vancity determines not to include copies of images of Instruments and other items with the statement of Account or electronic Transaction record for the Account, copies of images can be made available to the Member upon request for at least 5 years following the date on which the Instrument or other item appears on the Account records, subject to payment of the service charges established by Vancity from time to time.

2.21 Dormant accounts

The Member acknowledges and agrees that the Account will be designated as dormant if there is no Transaction made on the Account by the Member for 12 months. The Member agrees to pay any fee Vancity may charge in respect of an Account that is dormant. If there are insufficient funds in the Account to cover the fee payable, the Member authorizes Vancity to close the Account.

2.22 Forms

The Member will use only such forms and Instruments to operate the Account and conduct Transactions as may be authorized by Vancity from time to time.

3. Account services – ATM, MEMBER CARD Debit Card, telephone, online, mobile and other account services

3.1 MEMBER CARD Debit Card Services

Where Vancity approves and issues a Debit Card to the Member and permits the Member to select a PIN, the Member may access the Account, authorize Transactions and use available MEMBER CARD Debit Card Services as may be permitted by Vancity from time to time.

For certain Transactions, including for example contactless Interac® Flash Transactions, Vancity may allow the Member to use the Debit Card without providing the PIN. For these Transactions, the Member will have the same rights and responsibilities as if the Member had used the Debit Card with the PIN.

On an Account that requires more than one Member to authorize Transactions (i.e. a joint Account with multiple signature requirements), the Members can only use the Debit Card to make deposits and retrieve Account balance information. Members cannot use the Debit Card to authorize any other Transactions on such joint Accounts unless prior authorization is received in writing by Vancity.

A Debit Card's issue to a Member does not amount to a representation or a warranty that any particular MEMBER CARD Debit Card Service is available or will be or remain available at any time in the future.

Vancity may from time to time add to or delete from the types of use permitted and MEMBER CARD Debit Card Services offered for the Account and shall not be liable to the Member for any loss of or change to any such services.

The Member will not deposit any coins, non-negotiable items, or anything not acceptable for deposit to the Account, into any ATM. The Member will reimburse Vancity for any damages, costs, or losses suffered by Vancity as a result of any such deposit.

3.2 Merchant disputes

Any dispute between the Member and a Merchant arising out of a Debit Card Transaction shall be settled

directly between the Member and the Merchant. Vancity is not required to verify and does not verify that any purpose for which payment is made has been fulfilled by the Merchant as a condition of honouring the Member's Transaction with the Merchant.

Vancity will not be liable to the Member for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a Merchant Terminal.

Vancity will not be liable for any loss, damage, or physical injury arising from the use of ATMs, Merchant Terminals, or from any mechanical or operational failure of any such devices, and the Member releases Vancity from liability for any such loss, damage, or injury.

3.3 Account access device, MEMBER CARD Debit Card Services and account operation risk

The Member acknowledges and agrees that:

- a) when Transactions are authorized by the Member through an Account Access Device or MEMBER CARD Debit Card Services, the use of funds are deemed irrevocably transferred out of the Account and the Transaction cannot be revoked or stopped by the Member;
- b) anyone with access to the PIN, PAC, or MIC may be able to access the Account using an Account Access Device or MEMBER CARD Debit Card Services and may use the PIN, PAC, or MIC to transfer money out of an Account, set up and make bill payments and authorize any other Transaction; and
- c) anyone with access to the Debit Card may be able to access the Account using a Merchant Terminal if contactless payment is activated on the Debit Card.

Except in circumstances described at Section 5.8 (Unauthorized Use and Member Obligations) in the Account Guide, the Member will be liable for all Transactions conducted using an Account Access Device or MEMBER CARD Debit Card Services, even where such Transactions were not performed by the Member.

3.4 Account access device services and limits

Vancity's authorization allowing a Member to access an Account using an Account Access Device and Online Banking does not amount to a representation or warranty that any particular Account feature, service or

means of Account access is available or will be available or remain available at any time in the future.

Vancity may from time to time add or delete from types of use permitted by Account Access Devices and on Online Banking, and any particular Account feature or service offered for the Account and shall not be liable to the Member for any loss or change of such services.

Vancity may from time to time set one or more limits that apply to a Member's use of Account Access Devices, Account Transactions and services. Vancity may change such limits at any time, sometimes without notice.

These limits may include restrictions on amounts or types of Transactions that may be conducted on any one day as Vancity may determine.

3.5 Bill payments

Whether a Member uses an Account Access Device, MEMBER CARD Debit Card Services or an in-branch Transaction to pay a bill, the Member acknowledges and agrees that:

- a) bill payments from the Account are not necessarily processed immediately and that the time period for processing depends upon a number of factors including, without limitation, the time between when the bill payment is initiated and the internal accounting processes of the bill payment recipient;
- b) it is the responsibility of the Member to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date; and
- c) Vancity will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of non-payment or a delay in the processing of bill payments.

3.6 Service, account and system disruption risk

The Member acknowledges that the availability of Account services, including services requiring an Account Access Device or MEMBER CARD Debit Card Services, depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to Vancity and Third Parties, and as a result Vancity cannot guarantee the provision of uninterrupted Account access and service. Vancity is not liable for any cost, loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct,

indirect, special, or consequential, that the Member may suffer arising from non-continuous or interrupted Account service or Vancity providing or failing to provide any particular service, or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment, or other technical malfunctions or disturbances for any reason whatsoever, nor is Vancity liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, or delayed transmissions, or online failures (collectively, "Interruption Claims"), even if the Member has advised Vancity of such consequences. The Member releases and agrees to hold Vancity harmless from any and all Interruption Claims.

3.7 Online bill delivery services

If Vancity makes Online Bill Delivery Services available to the Member and the Member enrolls in and uses the Online Bill Delivery Services through Vancity's Online Banking:

- a) the Member consents to the Online Bill Delivery Service Provider preparing, using, and disclosing reports relative to the performance and operation of the Online Bill Delivery Services, including statistical or performance reports and other analysis, compilation, and information about the Online Bill Delivery Services or the Member, and reports that pertain to the Member's involvement in and use of the Online Bill Delivery Services. The Member further consents to the Online Bill Delivery Service Provider disclosing Member-specific data that consists of the total number of Billers for which the Member has registered, without identifying those Billers apart from Vancity and its affiliates, and without identifying detailed data of the Member's viewing activities;
- b) the Member acknowledges that the Online Bill Delivery Service Provider will not respond directly to the Member with respect to any inquiries, requests, questions, complaints, or other issues relating to the Online Bill Delivery Services in any way, other than to direct the member to Vancity or the Biller; and
- c) the Member acknowledges that the consents contained in a) above are requirements of the Online Bill Delivery Services and that if such consents are withdrawn, the Member's participation in the Online Bill Delivery Services will be suspended or terminated and any or all documents may not be presented via Online Bill Delivery Services.

3.8 Online banking - money transfers to member accounts at other financial institutions

If Vancity offers such services and approves and enables the Member to transfer funds between the Account and an External Account through Vancity's Online Banking system, then:

- a) the Member agrees to inform Vancity of the External Account the Member wishes to link to the Account in a form acceptable to Vancity;
- b) Vancity reserves the right to refuse to accept the External Account link;
- c) the Member agrees to provide Vancity with the financial institution number, branch address or number, and the Account number of the External Account the Member wishes to link to the Account. Vancity reserves the right to verify the External Account;
- d) the Member acknowledges and agrees that Vancity, at its discretion, may limit the type of Transactions that can be authorized between the Account and the External Account; specifically whether Transactions will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account;
- e) the Member may only link an Account denominated in a foreign currency to an External Account denominated in such foreign currency and if the External Account is with a financial institution domiciled in Canada;
- f) Vancity reserves the right to limit the number of External Accounts that can be linked to the Account;
- g) Vancity reserves the right to limit the dollar amount of Transactions to or from the External Account;
- h) Vancity reserves the right to limit the number of Transactions to or from the External Account;
 - i) Vancity reserves the right to hold funds of a Transaction amount credited to the Account;
 - j) the Member consents to the disclosure to the financial institution that holds the External Account of any personal information provided to Vancity with respect to Transactions to or from the External Account;
- k) Vancity cannot guarantee the date of deposit to the Account or External Account. Vancity will not be liable for any cost, expense, loss, damage, or

inconvenience of any nature or kind whatsoever arising as a result of a delay in the processing of Transactions;

- l) all deposits or withdrawals will be reversed if the Transaction cannot be delivered or if it is returned for any reason; and
- m) the Member agrees that for security purposes and at Vancity's discretion, an amount may be credited to the External Account once per year.

The Member is liable for all transfers to External Accounts. The Member bears all risk for all such Transactions.

3.9 Online banking - transferring money by email

If Vancity makes e-Transfer Services available to the Member and the Member uses the e-Transfer Services, the Member acknowledges and agrees that:

- a) e-Transfer Services are only available in Canadian dollars;
- b) the Account will be debited as soon as the Member initiates a Transaction and Vancity may hold the Transaction amount until the recipient successfully claims the amount or the Transaction is cancelled. Vancity has no obligation to and will not pay interest on the Transaction amount;
- c) Transactions sent and received through the e-Transfer Service are subject to number and dollar limits that may change from time to time without prior notice to the Member;
- d) Vancity will not be responsible or liable for any losses or damages incurred as a result of funds held or limits set by Vancity, the e-Transfer Service Provider, or a Participating Financial Institution;
- e) as the Sender, the Member will keep the e-Transfer Answer confidential and will not disclose it or share it with anyone but the intended recipient;
- f) as the recipient, the recipient must correctly provide the e-Transfer Answer to claim or decline the Transaction amount;
- g) Vancity, the other Participating Financial Institution, and the e-Transfer Service Provider or the e-Transfer Service Provider's agents are entitled to pay the Transaction amount to anyone who, using e-Transfer Services, claims to be the recipient and successfully provides the e-Transfer Answer;

- h) Vancity will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or obtaining the e-Transfer Answer;
- i) as the Sender, the Member will not include the e-Transfer Answer in the Transaction details;
- j) as the recipient, the Member will not disclose the e-Transfer Answer except as required to claim or decline the Transaction;
- k) the recipient may claim a Transaction amount using the Online Banking services of Vancity or another Participating Financial Institution or through the e-Transfer Service Provider payment service;
- l) if the recipient declines a Transaction that the Member initiated, the Transaction will be returned to the Member;
- m) Vancity cannot guarantee the date of deposit;
- n) if the Member is the sender, the Transaction and the Transaction amount will be returned to the Member if the recipient does not claim the Transaction within the stipulated period from the date the Transaction is initiated, or if the Transaction cannot be successfully sent to the recipient's email address as provided by the Member, or if the recipient declines the Transaction. The Member is responsible for providing the recipient's correct email address and further agrees that the recipient has consented to the Member's use of the email address for e-Transfer Services purposes, including its provision to Vancity, the other Participating Financial Institution, and the e-Transfer Service Provider;
- o) if the recipient successfully claims the Transaction using the e-Transfer Service Provider payment service but provides incorrect Account information, the e-Transfer Service Provider or its agent may request correct Account information from the recipient or may mail an Instrument to the recipient. Vancity will not pay interest on the Transaction amount;
- p) Vancity may cancel a Transaction if it has reason to believe that a mistake has occurred or if it believes that the Transaction is a product of unlawful or fraudulent activity;
- q) the Member is responsible for providing a valid email address and will immediately update it if there are any changes to the email address;
- r) as the sender, the Member may cancel a Transaction up to the time the recipient successfully claims the Transaction. As the recipient, the Member acknowledges that a Transaction may be cancelled up to the time the Member successfully claims the Transaction;
- s) all disputes must be handled directly between the sender and the recipient;
- t) Vancity may refuse to provide e-Transfer Services for the Member at its sole discretion; and
- u) Vancity will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of:
 - i) a delay in processing a Transaction;
 - ii) Transactions claimed by someone other than the intended recipient; or
 - iii) any error whatsoever made by the sender or the recipient.

The terms and conditions of Section 3.9 apply only when the Member uses the e-Transfer Service, either as a sender or recipient and are in addition to the other terms and conditions in the Account Guide. If there is a conflict between this section and the general terms and conditions in the Account Guide, this section will apply to the extent necessary to resolve the conflict.

3.10 Mobile account access

If Vancity from time to time offers services to allow the Member to access the Account using Mobile Devices and the Member uses such services the Member agrees to be bound by the Account Guide.

The Member may access the Account using compatible Mobile Devices only if the Member is first granted access by Vancity.

The Member agrees that Vancity may from time to time require the Member to register the Mobile Device on Vancity's Website or through Vancity's mobile banking apps in order to allow access to the Account and related services using such devices. The Member may be required to register the Mobile Device prior to being able to access the Account and related services.

If a Member is approved for and uses a Mobile Device, the Member agrees and acknowledges that when using such device the Member:

- a) will not have access to all Online Banking services, features, functionality, content or information (including notices, links, bills, statements and complete Transaction and Account information);
- b) must regularly access Online Banking through a means other than by use of the Mobile Device on a regular basis to access services, features, functionality, notices, content, information and Account Transaction records; and
- c) may not be able to access the Account from locations outside Canada.

The Member shall, when using the Mobile Device to access the Account and conduct Transactions, read all terms and conditions of use displayed each time the Member clicks on information icons and links. The Member agrees that by using the Mobile Device, all such terms and conditions in addition to other terms and conditions of other applicable agreements and this Account Guide continue to apply to the Account.

The Member shall not use any of Vancity's mobile banking apps on a Mobile Device or operating system that has been modified outside the Mobile Device or operating system vendor supported or warranted configurations. This includes Mobile Devices that are "jail-broken" or "rooted". For the purposes of this Account Guide, a jail-broken or rooted Mobile Device means one that has been freed from the limitations imposed on it by the Member's mobile service provider and the Mobile Device manufacturer without their express written approval.

The Member acknowledges and agrees that wireless, internet and other phone and mobile device carrier charges may apply when using Mobile Devices and that such payments are the sole responsibility of the Member. Fees charged by these Third Parties may be in addition to any fees Vancity may charge the Member now or in the future to access the Account using the Mobile Device. Vancity encourages Members to speak to their Mobile Device service providers about data and text messaging plans that best suit the Member's needs.

3.11 Website terms and conditions of use

Each time the Member uses any Account Access Device to access the Account through Vancity's Online Banking system, the Member agrees to the current Website Terms and Conditions of Use posted on Vancity's

Website at that time. Those terms and conditions apply to the operation of the Account in addition to the Account Guide.

3.12 Vancity Mobile Deposit™

VANCITY MOBILE DEPOSIT™ allows Members to make deposits to Accounts by taking a picture of the front and back of cheques using a Mobile Device and delivering to Vancity an Official Image together with associated deposit information. Solely for the Mobile Deposit Service, Vancity appoints the Member as its agent, to act on behalf of Vancity in the creation and transmission of an Official Image to Vancity. In addition, the Member agrees, at the specific request of Vancity, to perform any other related duties that may be required by Vancity, under the Rules and applicable legislation governing negotiable Instruments required for use of the Mobile Deposit Service. As Vancity's agent, transmission to and actual receipt by Vancity of the Official Image will have the same effect as if the negotiable Instrument was delivered to a branch of Vancity for negotiation and clearing. The Member acknowledges and agrees that this role as agent cannot be further delegated by the Member. On first use and on each subsequent use of the Mobile Deposit Service, the Member, personally, and on behalf of all Account holders agrees to the terms and conditions of use of VANCITY MOBILE DEPOSIT™ as set forth in this Account Guide and as it may be amended from time to time.

The Member grants to Vancity and its service providers (including Central 1 Credit Union) the right to use Official Images in order for Vancity and its service providers to provide the Mobile Deposit Service. The Member agrees that Central 1 Credit Union may enforce this Account Guide against the Member in connection with the Mobile Deposit Service.

Eligible Items: The Member agrees to only image and seek to deposit items that qualify as Eligible Items. Specifically, the Member may image and seek to deposit only original paper cheques drawn on a financial institution located in Canada and payable in Canadian Dollars.

Ineligible Items: The Member agrees that they will NOT image and will not seek to deposit:

- a) any Instrument that the Member suspects may not clear when presented;

- b) any Instrument that the Member suspects may be tainted by fraud or illegality or where the Instrument may be forged, counterfeited, or unauthorized by the drawer;
- c) post-dated Instruments, or stale dated Instruments drawn more than 6 months prior to the date of deposit;
- d) Instruments payable to any person or entity other than the Member (for example Instruments payable to other persons);
- e) any Instrument that has been altered in any way or is franked, marked or is in any way illegible;
- f) any Instrument that is not an original signed Instrument, (specifically, the Member will not seek to deposit photocopies, PDF files, scans or printouts of an Instrument);
- g) any Instrument payable jointly, unless deposited to an Account held in the name of all payees;
- h) any Instrument payable in a currency other than Canadian Dollars; and
- i) any Instrument that has already been sent through any mobile deposit service or remote deposit capture service, even if the initial deposit for the Instrument was previously reversed.

Procedure for making Official Image for Mobile

Deposit Service: The Member agrees to endorse on the back of each Instrument before being imaged for Mobile Deposit Service, by signing the Member's name and writing "For deposit only to Vancity Account # _____ branch # _____", filling in the correct information for the Account, which must be the Member's own Canadian dollar denominated Account. Immediately after imaging and transmitting the Instrument using the Mobile Deposit Service, the Member will mark the front of the Instrument with the word "DEPOSITED" and will retain the cheque for at least 45 days, but no more than 120 days after the deposit.

Verification of Deposits and Destruction of original Instrument: In addition to the Member's obligations set forth elsewhere in the Account Guide, the Member agrees to review the Account statement or electronic transaction record of the account using Online Banking at least monthly, as provided in Section 2.17. The Member will then reconcile and confirm that all deposits made by use of the Mobile Deposit Service

during the preceding month are properly reflected on the Account statement or electronic transaction record of the account using Online Banking. If any deposit is not properly reflected on the Account statement, the Member will immediately give written notice to Vancity of any errors or omissions. If any Instrument appears to have not been properly and finally deposited to the Account or there are any errors or omissions in the Account statement, the Member shall immediately go to their branch and provide the original Instrument. If there are no noted discrepancies, errors or omissions in the Account statement, the Member will thereafter destroy the original Instrument. In all circumstances, except where the original Instrument has been requested for presentment by Vancity, the Member agrees to destroy the original Instrument before the expiry of 120 days after transmitting the Official Image to Vancity.

3.13 Mobile deposit service – Additional Terms and Conditions of Use:

If Vancity, through Online Banking, makes the Mobile Deposit Service available and the Member uses the Mobile Deposit Service, the Member acknowledges and agrees that the Member shall be personally responsible and liable for:

- a) compliance with this Account Guide;
- b) maintaining adequate security over any Mobile Device used, the location of use of the Mobile Device, and assigning and using necessary passwords on the Mobile Device to prevent use by others or interception of data transmitted;
- c) ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Item;
- d) maintaining adequate safeguards and procedures for the marking, preservation of originals and destruction of all Eligible Items transmitted as Official Images; and
- e) verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Mobile Deposit Service and for providing immediate notice to Vancity of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or any compromise of the security applicable to the use of the Mobile Deposit Service.

Vancity may, upon actual receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and as if it were an original of a negotiable Instrument received at a branch of Vancity, subject to the Account Guide and any policies of Vancity governing negotiable Instruments. The creation of an Official Image will be done using a method authorized by Vancity, in its sole discretion, from time to time. Further, the Member agrees to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of the Member's Account. Nothing in this Account Guide obliges Vancity to accept for deposit any item whether it is or purports to be an Official Image. If the Member has any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Item, then the Member shall not seek to use the Mobile Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of their Vancity branch, identify the specific concerns to Vancity, and fully disclose all material facts known by the Member relating to that item and fully cooperate with any inquiry or investigation of the concerns. The Member acknowledges and agrees that Vancity cannot verify the authenticity or negotiability of any item presented to it for collection or negotiation, even when a Member brings the original to the branch and that the Member alone remains responsible for all items delivered for collection or deposit to their Account.

The Member shall not seek to use the Mobile Deposit Service to deposit any negotiable Instrument into an Account different from the currency denominated on the negotiable Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account.

Official Images received through the Mobile Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to the Member.

Any Transaction made on any day or at any time during which Vancity is not open for business, may be credited to the Account on the next business day of Vancity.

The Member agrees to make no further use of the original of an imaged Eligible Item, and shall safely retain possession of the original of the Eligible Item without further negotiation, transfer, or delivery to any other person or holder.

In addition to all obligations and responsibilities either set forth in this Account Guide or elsewhere, the Member agrees to indemnify and hold harmless Vancity and its agents, directors, officers, employees, affiliates, and licensees and service providers (including Central 1 Credit Union) engaged to process the Mobile Deposit Service (collectively, the "Indemnified Parties") from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the Member's use of the Mobile Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Items. The Member must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand.

The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Account Guide survive indefinitely after the termination of this Account Guide and apply to the extent permitted by law. Without limiting the foregoing, the Member will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Account Guide, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Items where an Official Image has also been transmitted for collection.

The Member is responsible for any and all costs and obligations associated with obtaining a replacement negotiable Instrument in the event that Vancity requests that the Member re-transmit an Official Image in accordance with the terms herein and if the original negotiable Instrument was destroyed in accordance with the terms herein or was otherwise lost.

In Vancity's sole discretion, electronic notices for purposes related to the Mobile Deposit Service may be generated and sent to the Member at the Notice Contact Information after the Member uses the Mobile Deposit Service to transmit an Official Image, including to inform the Member of the receipt by Vancity of an Official Image. To receive such electronic notices, the Member must provide the Notice Contact Information required by Vancity, and in doing so, consents to the

receipt from Vancity of electronic notices generated following use of the Mobile Deposit Service. An electronic notice, if any, sent in connection with the Mobile Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by Vancity or that the Account will be credited, or that any credit is final.

Vancity will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Mobile Deposit Service, including, but not limited to, a delay in processing a Transaction or Vancity requiring the Member to obtain replacement negotiable Instrument.

3.14 Third parties and online services

Vancity may from time to time make services provided by Third Parties available through Vancity's Website, or through Vancity's mobile banking apps including services to conduct Transactions through the Account. The Member acknowledges and agrees that:

- a) Vancity makes the services of Third Parties available for the convenience of Members. The services are provided by the Third Party and not Vancity. The Member's relationship with the Third Party shall be a separate relationship, independent of the relationship between the Member and Vancity and such a relationship is outside the control of Vancity;
- b) Vancity makes no representation or warranty to the Member with respect to any services provided by a Third Party even though those services may be accessed by the Member through Vancity's Website or through another service provided by Vancity;
- c) the Member assumes all risks associated with accessing or using the services of Third Parties;
- d) Vancity has no responsibility or liability to the Member in respect of services provided by a Third Party; and
- e) the Member, and not Vancity, will be liable for any costs charged by any Third Party for the provision of such services.

3.15 Intellectual property

Vancity is the owner of all intellectual property rights on each website page in Online Banking. This includes Vancity's Website pages accessed by Mobile Devices. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software,

HTML codes, audio clips and videos appearing on Vancity's Website or through Vancity's mobile banking apps and accessible using Account Access Devices are Vancity's property and without express written permission, may not be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, except for personal and non-commercial use, including viewing, printing or archiving electronic copies of Account activities, in accordance with the terms of the Account Guide and as Vancity may further advise. Nothing in the Account Guide or on Vancity's Website is to be interpreted as conferring a right to use the works, trademarks or logos in any other way.

3.16 Foreign currency transactions

If the Member provides instructions to Vancity denominated in a currency other than the currency of the Account, a conversion of currency may be required. In all such Transactions and at any time a conversion of currency is made, Vancity may act as principal with the Member in converting the currency at rates established or determined by Vancity, its affiliates, or parties with whom Vancity contracts. Vancity, its affiliates, and contractors may earn revenue and commissions, in addition to applicable Account service charges.

If the Member initiates a Transaction at an ATM, an Account Access Device or through the use of a Debit Card in a currency other than the currency of the Account, then the owner of the ATM and the operator of the electronic systems over which the Transaction is processed may charge a fee or fees for the use of their device or systems, may set and perform the rate of currency conversion, and may earn revenue and commissions, in addition to applicable Account service charges that may be charged by Vancity, all of which may be debited from the Account to complete the Transaction.

Vancity may charge the Account with any and all fees and charges related to the currency conversion.

The Member agrees to pay any service fee charged by Vancity and any Third Party for any foreign exchange service conducted through the Account.

3.17 Night deposit service

At the Member's request, and if Vancity in its sole discretion agrees to offer the Member a night deposit service, Vancity will accept for deposit monies or

Instruments acceptable to Vancity placed in an envelope or deposit bag supplied by Vancity and placed by the Member in the night depository, provided that the monies and negotiable Instruments are accompanied by a properly completed deposit slip signed by the Member and enclosed in the same envelope or deposit bag.

Vancity shall make arrangements for any deposits made by use of this service to be credited to the Account of the Member qualifying for such service in a reasonable period of time after such deposit was made by the Member to devices designated for use to accept night deposits. No interest shall accrue on any deposit made through use of this service until Vancity has credited the Account with all valid and verified deposits.

3.18 Non-registered term deposits

The Account Guide only deals in part with Non-registered Term Deposits made to an Account. Other terms and conditions agreed to at the time funds for the Non-registered Term Deposit are deposited also apply.

The Member may only withdraw all or part of a Non-registered Term Deposit prior to the maturity date where the terms and conditions agreed to at the time the funds for the Non-registered Term Deposit are deposited allow. Certain Non-registered Term Deposits do not allow the Member to withdraw funds prior to maturity and a penalty for early withdrawal may apply. By purchasing the Non-registered Term Deposit, the Member agrees to be bound by such terms.

If Vancity does not receive Member instructions prior to the maturity date of the Non-registered Term Deposit, Vancity may at its sole discretion credit the Non-registered Term Deposit plus any accrued interest to any Account the Member holds with Vancity. Vancity may, but is not required to, reinvest the Non-registered Term Deposit, on behalf of the Member, and accrued interest at prevailing rates and terms for Non-registered Term Deposits available at Vancity at maturity and as selected by Vancity in its sole discretion.

If the Member does not want Vancity to reinvest the Non-registered Term Deposit, the Member must advise Vancity before the close of business on the maturity date or otherwise Vancity may proceed as described above. Interest is not paid to the Member on a Non-registered Term Deposit that is not reinvested.

3.19 Preauthorized account debit arrangements and reimbursement process

The Member may make arrangements with a Third Party to have payments withdrawn from the Account and sent directly to that Third Party on a regular basis. Such arrangements are separate arrangements between the Member and the Third Party.

The Member must ensure Account information provided to a Third Party and required for any Preauthorized Debit Transaction is accurate and that the Third Party authorized to receive payment is notified by the Member of any changes to Account information. While Vancity may, for the convenience of the Member, correct or update Account information for a Preauthorized Debit, Vancity is in no way obligated to do so or liable to the Member for any loss as a result of a failure to do so.

Despite Section 2.17 (Member's Duty to Review Account Information), claims for reimbursement of a Preauthorized Debit may be made in writing to Vancity no later than 90 calendar days from the date of debiting where the purpose of the Preauthorized Debit was for payment of consumer goods and services (Claims for reimbursement of preauthorized debits for goods and services related to commercial activities must be made within 10 days of the date of debiting but in no case shall the Member authorize debits for commercial activities to be conducted through a Member's personal Account).

The Member acknowledges that Vancity's role with respect to Preauthorized Debit reimbursement for consumer goods and services is solely to forward the complaint to the proper authority under the payment rules related to these arrangements.

4. Member instructions and account transactions

4.1 Instruments

The Member authorizes Vancity, without inquiry, to honour and pay Instruments drawn on the Account, if:

- a) the Instruments appear to be signed by or on behalf of the Member; and
- b) the signatures appear to comply with the specimen signatures provided to Vancity, regardless of whether such Instruments are:
 - i) drawn to the order of the Member on behalf of the Member who signed them,
 - ii) payable to cash or bearer,
 - iii) payable to the order and negotiated by or on behalf of the Member,
 - iv) encashed or tendered to pay the obligations of the Member, or
 - v) deposited to the credit of the Member.

4.2 Account instructions

Vancity may, but will not be obliged to, act on Remote Instructions received in the name of the Member along with any requisite PIN, PAC or MIC, if any, to the same extent as if the Remote Instructions were written instructions delivered to Vancity by mail or in person and signed by the Member authorized to operate the Account. Any such Remote Instructions are deemed genuine.

Vancity is entitled to assume that any person identifying himself or herself as the Member is in fact the Member, and can rely upon such, and Vancity may act on the Remote Instructions provided by any such person. All Remote Instructions given to Vancity in the name of the Member will bind the Member.

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

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

On a joint Account that requires more than one Member to authorize any Transaction (i.e. with multiple signature requirements), Remote Instructions must be signed by the

requisite signing authorities and may be provided by fax, or PDF attachment only and not by any other means, unless prior authorization is received in writing from Vancity.

4.3 Account instructions and PIN, PAC and MICs

The Member acknowledges and agrees that:

- a) using the PIN, PAC, MIC or any combination of these that Vancity may require from time to time to conduct a Transaction constitutes authorization of that Transaction in the same manner as if the authorization were given by the Member in person and in writing;
- b) the Member will be bound by such Transactions; and
- c) once a PIN, PAC, or MIC has been used to authorize a Transaction, the Transaction may not be revoked or countermanded.

The Member irrevocably authorizes and directs Vancity to debit or credit, as the case may be, the amount of any Transaction to the Account authorized using the PIN, PAC, or MIC.

For certain Transactions, including for example contactless Interac® Flash Transactions, Vancity may allow the Member to use the Debit Card without providing the PIN. For these Transactions, the above provisions apply, and the Member is liable for these Transactions, as if the Member had used the Debit Card with the PIN.

4.4 Deposits and instrument clearing

Vancity may:

- a) collect or present for acceptance or payment, through such financial institutions or other agents as Vancity may deem best, all negotiable Instruments and deposit items delivered by the Member for deposit, discount, collection, or otherwise; and
- b) accept in payment of or remittance for such negotiable Instruments, cash or bank drafts, cheques, settlement cards, clearing house slips, or any other evidence of payment from the financial institution or other agents.

Any deposit made at any time during which Vancity is not open for business, may be credited to the Account on the next business day of Vancity.

The financial institutions or other agents described in a) and b) above will be deemed the Member's agent and not Vancity's agent.

Vancity will not be liable for:

- a) any loss resulting from the acceptance of such evidence as a payment in lieu of cash;
- b) the failure of any financial institution or any agent to remit the same;
- c) the nonpayment of any cheque, bank draft, settlement card, clearing house slip, or any other evidence of payment accepted in payment or as a remittance from any other financial institution or agent; or
- d) the default, neglect, or mistakes of any such financial institution or agents.

Vancity will be responsible only for the monies actually received by Vancity from such financial institution or agents.

4.5 Noting or protesting

The Member:

- a) will be liable, without presentation, protest, or notice of dishonour to any parties, for the non-acceptance or non-payment of any bills, notes, cheques, or other Instruments delivered to Vancity for deposit, discount, collection, or otherwise to the Member's Account; and
- b) will be liable to Vancity as if proper notice of dishonour, protest, and presentment had been made or given; and Vancity may:
 - c) charge such items, when dishonoured, to the Account in accordance with the Account Guide; and
 - d) note or protest any item if Vancity considers it advisable to do so, but Vancity will not be liable for failure to note or protest any such item.

4.6 Stop payments

Any countermand of payment (commonly called a "stop payment") of a negotiable Instrument drawn on the Account must be in writing and must be given by the Member(s) authorized to operate the Account with reasonable notice to allow Vancity to act on the countermand. On receiving a countermand of payment of a negotiable Instrument drawn on the Account, Vancity will:

- a) use reasonable diligence to comply with the countermand, but
- b) not be liable to the Member or any other person by reason of complying with, or failing to comply with, the countermand.

4.7 Returned instruments and account chargeback liability

Vancity is authorized to debit the Account with the amount of any Instrument that:

- a) is not paid on presentation;
- b) having been paid, Vancity may be called upon to refund;
- c) may be dishonoured by non-acceptance or non-payment;
- d) is drawn on the Account of a party that is bankrupt or insolvent;
- e) the proceeds of which, through no fault of Vancity, have been lost, stolen, or destroyed;
- f) the proceeds of which, for any reason, Vancity is unable to collect or withdraw;
- g) has been cashed, negotiated, or credited to the Account but that has not been found good; or
- h) is found to be forged, fraudulent, counterfeit, or unauthorized, regardless of whether or not the negotiable Instrument has cleared.

4.8 Lost or destroyed instrument

If an Instrument drawn on the Account is lost or destroyed while in the possession of another financial institution or its agents, Vancity may, for all purposes, treat a copy of the Instrument, certified as being a true copy by the other financial institution, as though it were the original Instrument.

4.9 Overdrafts

If:

- a) Vancity honours a cheque or other Instrument drawn by the Member on any of the Accounts and insufficient funds stand to the credit of that Account to pay the Instrument in full; or
- b) a negotiable Instrument delivered by or on behalf of the Member to Vancity for deposit, discount, collection, or otherwise is returned to Vancity, dishonoured, and insufficient funds stand to the credit of the Account to permit Vancity to debit the full amount of the dishonoured negotiable Instrument; or
- c) Vancity charges a fee, service charge, or other debit Vancity is authorized to charge to one of the Accounts, and if the funds standing to the credit of that Account are less than the amount charged to the Account; then upon such event, may at the discretion of Vancity, constitute:

- d) an application to redeem or transfer Vancity shares owned by the Member or to withdraw or transfer monies on deposit from any of the Accounts or any other Account in the Member's name, to the extent that the funds standing to the credit of the particular Account are insufficient to pay the cheque or Instrument in full, or to permit Vancity to charge the returned item or the fee, service charge, or debit to that Account; and
- e) an application for a loan to the extent that the monies standing to the credit of the Account or any other Account in the Member's name or Vancity shares owned by the Member are insufficient to permit the payment or charging described in d) above.

Vancity is not obliged to grant an overdraft of any Account and may, in its sole discretion, determine whether to grant an overdraft on an Account.

If Vancity grants a loan under e) above, the loan will be immediately due and payable forthwith without demand and the Member will pay interest on the balance of the loan at Vancity's Overdraft Rate in effect from time to time.

The foregoing provisions do not give the Member any right to overdraw an Account or to authorize or permit anything, including a Preauthorized Debit or a Transaction authorized through a Debit Card, or any other pre-arranged Transaction such as bill payments using Online Banking that would result in a negative balance in any Account.

The fact that the Member has use of a Debit Card or other services does not give the Member any credit privileges or any entitlement to overdraw the Account.

4.10 Set-off

Vancity may apply a positive (credit) balance in any Account against any debt, obligation or liability the Member may owe to Vancity (including in respect of the Member's Vancity Visa* or other credit card Account) or to anyone in the Vancity Group of Companies. If the Member does not hold the required number of Class B Membership Shares or any other class of shares that may be required, Vancity may apply a positive balance in any Account toward the purchase of the shares. In the case of a joint Account, Vancity may apply a positive (credit) balance in the Account against any debt, obligation or liability any of the Account holders may owe to Vancity or to anyone in the Vancity Group of Companies. Vancity may set off these balances in any manner Vancity considers necessary and Vancity is not required to first give the Member any notice.

5. Account security, fraud prevention, liability exclusions and risk

5.1 PIN, PAC, and MIC confidentiality and care obligations

Vancity requires the Member to select and use a PIN, PAC, MIC or Personal Access Feature or any combination of these to access the Account depending upon the Account Access Device or MEMBER CARD Debit Card Services used. The Member agrees to keep the PIN, PAC and Personal Access Features confidential and will not reveal them to anyone and agrees that the PIN and PAC may not be assigned or transferred. While the Member must keep the MIC confidential, the Member can reveal the MIC to an authorized Vancity employee when Vancity requires this to assist a Member with services. The Member agrees to change the PIN and PAC on a regular basis every 90 or 120 days for security reasons. The Member agrees to change the PIN, PAC, MIC or Personal Access Feature if and when required by Vancity. The Member acknowledges that the PIN, PAC, MIC and Personal Access Feature must be changed if there is a change in the persons authorized to provide instructions on the Account.

The Member shall not:

- a) choose a PIN and PAC that are the same;
- b) choose a PIN, PAC or other security measure or password that can be easily guessed (such as the Member's name, or name of a close relative, birth date, phone number or address or a number on the MEMBER CARD Debit Card);
- c) record or store the PIN, PAC or other security measure or password in writing or in electronic form, voicemail or e-mail, or any other manner or location that may allow someone other than the Member to use the PIN, PAC or other security codes to access the Account and conduct Transactions; and
- d) allow any Account Access Device or website to remember the PIN, PAC or other security measure or password when accessing Online Banking.

The Member agrees to keep the Debit Card in a safe place and never let anyone else use it.

The Member acknowledges responsibility for all use made of the Debit Card, and of the PIN, PAC, or MIC,

and is liable for any Transactions arising out of such use described in a), b) and c) above. The Member is liable for all authorized and unauthorized use of Debit Card, and of the PIN, PAC and MICs, and all related Transactions.

The Member acknowledges that Vancity may from time to time implement additional security measures necessary to access the Account and related services, and the Member will comply with all instructions and procedures issued by Vancity in respect of such security measures.

5.2 Lost or stolen debit card or compromised account security

If the Member suspects or becomes aware that a Debit Card is lost, stolen, has been misplaced or that the PIN, PAC, MIC or other confidential security code has been made accessible to another person or an Account Access Device is lost, stolen or compromised, then the Member must immediately notify Vancity, in person or by telephone.

5.3 Care and control of cheques, passbooks and account statements

The Member is responsible for the care and control of cheques, passbooks and Account statements and must keep these in a safe place at all times. The Member will notify Vancity immediately upon becoming aware that cheques, passbooks or statements are lost or have been stolen. Cheques are for the Member's use only.

5.4 Responsibility for use of cheques

The Member is in the best position to discover an unauthorized Transaction or a forged or unauthorized cheque or other Instrument, or a material alteration to a cheque or other Instrument drawn on the Member's Account. All such Transactions will be recorded and may be debited to the Member's Account, even if the Member did not perform or authorize the Transaction.

5.5 Unsolicited fraudulent request for account information (phishing)

The Member must regularly update and be aware of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of Vancity. The Member is solely responsible for verifying the identity of a caller claiming to represent Vancity or the authenticity of a link to Vancity's Website provided in an unsolicited e-mail or other communication prior to providing any personal

information or Account Information. The Member agrees not to respond to such unsolicited communications and will immediately advise Vancity of any such communications.

5.6 Account access device, online banking security and member responsibility

If Account services are made available by Vancity through the internet, a telephone service, or other service used with an Account Access Device, the Member acknowledges that although Vancity uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed. The Member confirms and accepts all consequences and losses that may arise as a result of this risk. The Member acknowledges and shall ensure that any Account Access Device used to access the Account is private and secure, with an up-to-date operating system, and not "jail-broken" or "rooted" (as defined in section 3.10). If the Member accesses the Account through the internet, the Member agrees to regularly read and follow Vancity's guidelines on safe computing practices posted on Vancity's Website and any other advice or security notices Vancity may provide. The Member further acknowledges that to reduce the risk of unauthorized access to the Account through the Account Access Device, the Member will sign out of the service being used and, where applicable, close the browser when the Member is finished using it. The Member further acknowledges that using public or shared computers and Account Access Devices in a public place to access the Account increases the risk of unauthorized access to the Account and the Member will take all reasonable precautions to avoid inadvertent disclosure of the PIN, PAC, MIC or Personal Access Features. The Member is responsible for any loss suffered as a result of failure to comply with this section.

The Member agrees that Account services available by Account Access Devices and Online Banking are available only on an "as is" and "as available" basis, without any representations, warranties or conditions of any kind, whether express, implied or statutory and including, without limitations, representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance durability, availability, timeliness, accuracy or completeness all of which are expressly disclaimed by Vancity to the fullest extent of the law.

The Member will only use Account Access Devices that are private and secure and have up-to-date operating systems, web-browsers, anti-virus software and firewalls and the Member will frequently update or replace the Account Access Devices, operating systems, web-browsers, anti-virus software and firewalls to ensure the Member's use of these devices do not expose the Member to undue risks of unauthorized access to the devices or the Account services, viruses, Trojan horses, spyware, worms, keystroke capturing applications or other destructive or malicious elements.

The provision of services by Account Access Devices and through Online Banking is dependent in part on communication lines and other Third Party equipment and services. The Member shall be solely responsible for obtaining, assembling and maintaining all computer equipment, hardware and software (including up-to-date operating systems, web browsers, anti-virus software and firewalls) telephone services and equipment, internet access and any other equipment and services necessary to enable the Member access to the Account and services and to scan for and prevent receipt or transmission of viruses, Trojan horses, spyware, worms, keystroke capturing applications or other destructive or malicious elements.

The Member agrees that except where caused by the negligence of Vancity or any of its employees, Vancity will not be liable for any delay, loss, damage (direct, indirect or consequential) or inconvenience whatsoever caused by or arising from the provision or failure to provide services for Account access or the malfunction or failure to operate of any Account Access Devices or equipment for any reason whatsoever. In no event will Vancity be liable for any personal injury or property damage or any loss of business or profit or other indirect or consequential damages whatsoever.

5.7 Addressing unauthorized transaction problems

In the event of a problem with or an unauthorized Transaction the Member must report the matter promptly to Vancity. Vancity will investigate and respond to the report on as timely a basis as possible considering the circumstances. Vancity may not unreasonably restrict the Member from the use of any funds that are the subject of the report, as long as it is reasonably evident to Vancity, in its sole discretion, that the Member did not cause or contribute to the problem

or unauthorized Transaction, the Member has fully cooperated with any investigation, and has complied with the terms of the Account Guide and any other applicable agreement. Vancity will respond to reports of a problem or unauthorized Transaction within a reasonable period of time.

5.8 Unauthorized use and member obligations

Except as otherwise provided in the Account Guide and any other applicable agreement, the Member will not be liable for losses arising from:

- a) unauthorized use of MEMBER CARD Debit Card Services or Online Banking Services, including unauthorized use of PIN, PAC MIC and other security access codes that Vancity may from time to time require, provided the Member has notified Vancity in writing of such unauthorized use, Debit Card loss or compromise of any Account Access Device as required under the Account Guide and not contributed to or benefitted from such use; or
- b) circumstances where the Member has been the victim of force, trickery or intimidation, provided the Member has not contributed to or benefitted from such circumstances.

The Member will be considered as contributing to the above losses where:

- a) the Member fails to co-operate in any investigation relating to the losses;
- b) a Member's close family member or relative benefitted from any unauthorized use or loss caused by fraud; or
- c) a Member has failed to comply with all obligations under the Account Guide and other applicable agreements.

The Member will in all cases be liable for all losses arising from circumstances where the Member:

- a) authorized someone else to use the Debit Card or the Member PIN, PAC, MIC or other confidential security code to access the Account; or
- b) conducted, authorized or contributed to fraudulent or worthless Transactions through the Account; or
- c) the loss was avoidable or contributed to by the Member through the Member failing to comply with all obligations under the Account Guide.

5.9 Exclusion of Vancity responsibility

Vancity is not responsible for any loss or damage suffered or incurred by the Member except to the extent caused by the negligence of Vancity (unless such liability is expressly excluded elsewhere in the Account Guide or any other Agreement that governs), and in all cases Vancity will not be liable for any avoidable loss caused or contributed to by the Member through the Member failing to comply with all obligations under the Account Guide, or any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if Vancity has been advised of the possibility of such damages. In no event, including where Vancity was negligent, will Vancity be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by the Member that is caused by:

- a) the actions of, or any failure to act by, any Third Party (and no Third Party will be considered to be acting as an agent for Vancity);
- b) the inaccuracies in, or inadequacies of, any information provided by the Member to Vancity to conduct Transactions;
- c) the failure by Vancity to perform or fulfill any of its obligations to the Member, due to any cause beyond Vancity's control; or
- d) forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions or Instruments, or material alteration to an instruction, including Remote Instructions.

5.10 Liability for errors and omissions

If a Member Account is debited or credited due to a Vancity error or a system malfunction, the Member will be liable to repay Vancity to the extent of any credit the Member improperly receives and Vancity may debit the Account for such amount. The Member will be entitled to recover only the amount of any improper debit from Vancity and only where the Member notifies Vancity of the error within the applicable Account Verification Period.

Vancity's maximum liability in these circumstances is limited to the amount of the error or omission. In no event will Vancity be liable for any delay, inconvenience, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) arising from any such error or omission.

5.11 Liability for remote instructions

Vancity will not be liable for any damages or other liabilities that the Member may incur by reason of Vancity acting, or failing to act, on Remote Instructions given in the name of the Member whether or not the Member actually gave the Remote Instructions. Vancity will not be liable for any damages or other liabilities that the Member may incur by reason of Vancity acting, or failing to act, on the Member's request to not receive a statement of Account for the Account.

5.12 Freeze on accounts

Vancity may restrict access to all or part of the funds in the Account (commonly called "freezing" the Account) if:

- a) Vancity becomes aware of suspicious or possible fraudulent or unauthorized Account activity that may cause a loss to the Member, Vancity, or Third Party;
- b) an issue arises as to who the proper signing authorities are on the Account;
- c) the Account is a joint Account and Vancity receives notice in a form acceptable to Vancity that there is a dispute between Account holders regarding the Account;
- d) a claim is made by a Third Party to the funds in the Account which, in Vancity's sole discretion, is potentially legitimate;
- e) Vancity discovers a Member has declared bankruptcy or is the subject of bankruptcy proceedings; or
- f) Vancity is given notice that a Member has been declared mentally incompetent or incapable of managing the Member's own affairs.

Vancity may make such inquiries and do such things as Vancity deems necessary to resolve any of the above noted issues, including applying, at the Member's expense, to a court of competent jurisdiction (a "Court") to pay funds into Court and/or seek directions from a Court. The Member agrees to indemnify Vancity for any expense or cost incurred by Vancity arising from the need to freeze the Account or Transactions, including but not limited to expenses incurred relating to an application to a Court. Such expenses or costs may be charged to the Account or paid to Vancity from those funds in the Account that are paid into Court. If

the Member is asked to close the Account and fails to do so, Vancity may, in its sole discretion, close or freeze the Account, free of any responsibility or liability for unprocessed Transactions during such time.

5.13 Release and indemnity

Except regarding claims, costs and liabilities arising out of Vancity's negligence (unless Vancity is otherwise excluded from liability for such losses in the Account Guide or other agreement), the Member will release and indemnify Vancity and its service providers from any claim, cost and liability Vancity may incur as a result of the Member's access to and use of the Account and all related services and breach of Member obligations under the Account Guide and other applicable agreements.

6. Administrative matters and notice provisions

6.1 Modification of agreement

Vancity may, in its sole discretion, amend the Account Guide as it relates to the Member's future use of the Account from time to time, for any reason, without any liability to the Member or any other person. Vancity may provide notice of a change to the Account Guide as provided at Section 6.2 (Notices). The Member shall keep apprised of all notices relating to changes to the Account and related services provided under the Account Guide. If the Member uses the Account after the effective date of an amendment to the Account Guide, it will mean that the Member agrees to the amendment and is bound by the newer version of the Account Guide.

6.2 Notices

Any notice required or permitted to be given to Vancity in connection with this Account Guide must be in writing, unless expressly authorized by some other means, and must be addressed and delivered to Vancity at the branch at which the Account is operated, at the address or fax number set forth on the "Member Account and Services Application" part of the Account Guide and shall be deemed received only when actually received by a Vancity employee capable of acting on the notice. Any notice required or permitted to be given to Vancity by telephone can be made by calling the Member Services Centre at 604-877-7000 or toll-free within North America at 1-888-Vancity (826-2489).

Any notice required or permitted to be given to the Member in connection with this Account Guide may be given to the Member by delivering a written notice to the last known Notice Contact Information, or, except as to confidential financial information specific to the Member, by posting notice at Vancity's premises or on Vancity's Website, or by any other means Vancity, acting reasonably, considers appropriate to bring the notice to the attention of the Member. Notices given by Vancity to the Member shall be deemed received by the Member on the earlier of actual receipt by the Member, or 1 day after the date of sending if emailed or sent by other electronic means, or 3 days after mailing if mailed. Notices posted on Vancity's Website or at Vancity's premises are deemed made and effective on the date posted.

6.3 Agreement termination

If a Member:

- a) uses the Account or services provided for under the Account Guide for illegal or fraudulent purposes;
- b) causes or permits anything to be done that could undermine the security or integrity of the Account and the delivery of services related to the operation of the Account; or
- c) threatens or causes harm to any Vancity employee, or damage to Vancity property;

then Vancity may, in its sole discretion, restrict, suspend, or terminate the Member's Account privileges and close the Account without advance notice to the Member. Further, Vancity may, in its sole discretion, restrict, suspend, or terminate the Member's Account privileges or any services or close the Account at any time with 14 days' advance notice to the Member.

Upon demand issued by Vancity or on closure of the Account and termination of all Account related services, the Member must immediately return all Debit Cards.

Any notice of Account termination shall not release the Member from any obligations incurred under the Account Guide prior to its termination.

6.4 Proceeds of crime legislation

The Member acknowledges that the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations apply to the operation of the Account and that Vancity will from time to time adopt policies and procedures to address the reporting, record-keeping and

client identification requirements of that legislation. The Member agrees to abide by and comply with any such Vancity procedures.

6.5 Debit card code of practice

Vancity uses the Debit Card Code of Conduct as a guide when resolving disputes involving Debit Card Transactions.

6.6 Resolving disputes

If the Member has a concern or complaint of any sort, Vancity encourages the Member to contact Vancity following the process outlined on Vancity's Website. Vancity endeavours to resolve as quickly as possible any dispute regarding Accounts or services provided under the Account Guide. If a dispute cannot be quickly resolved, at the Member's request Vancity will provide the Member with information concerning Vancity's dispute resolution process and how long each step normally will take.

6.7 Applicable law and courts

The Account Guide is governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

Any proceedings relating to any dispute connected with, relating to or arising from the Account Guide, the Accounts, or any matters relating to the Accounts shall be resolved before the Courts of the Province of British Columbia, Canada, and the Member hereby irrevocably submits and attorns to the original and exclusive jurisdiction of those Courts in respect of any such dispute.

6.8 Assignment

Vancity may at any time, without notice to the Member, assign or transfer its interest in the Account Guide to the assignee or transferee, as the case may be, and the assignee or transferee will have all of Vancity's rights and remedies under the Account Guide. The Member may not assign the Member's interest in the Account Guide.

6.9 Severability

The Account Guide will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of the Account Guide is held to be invalid or unenforceable to any extent, then:

- a) such provision will be interpreted, construed, or reformed to the extent reasonably required to

render the same valid, enforceable, and consistent with the original intent underlying such provision; or

- b) if such provision is not capable of such reform, then such provision or portion of such provision will be edited out, so that the remainder of the provision, and this Account Guide shall remain valid and enforceable; and
- c) such invalidity or unenforceability will not affect any other provision of the Account Guide.

6.10 No waiver

No waiver by Vancity of any breach or default under the Account Guide shall be deemed to be a waiver of any preceding or subsequent breach or default. Vancity may, without notice, require strict adherence to the Terms and Conditions of the Account Guide, despite any prior indulgence granted to or acquiesced in by Vancity.

6.11 Determination

Vancity has a right in the Account Guide to make any determination in its sole discretion, that discretion may be exercised differently on any occasion as Vancity sees fit.

6.12 Section headings and table of contents

The section headings and Table of Contents are for reference and convenience only and will not be considered in the interpretation of the Account Guide.

6.13 Conflict with other agreements

If there is a conflict between the provisions in the Account Guide and the provisions in any other agreement governing the Account, then the Account Guide will govern to the extent necessary to resolve the conflict.

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