

Account and Services Guide



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Account and Services Guide

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

By using the Account or Services, you accept and agree to follow this Account Guide. This Account Guide replaces previous versions of this Account Guide between you and Vancity, except as otherwise provided for in this Account Guide. This Account Guide may cover more Services than you are currently using but once you are accepted for and use those additional Services, your use of those Services is your acceptance of and agreement to be bound by the terms that govern such Services in the Account Guide and any other agreement as applies to all Accounts and Services used.

There are six major parts to this Account Guide:

- A. Definitions and interpretation**
- B. Terms Applicable to Accounts**
- C. Terms Applicable to Remote Access Services**
- D. Member Instructions and Account Transactions**
- E. Account security, fraud prevention, liability exclusions and risk**
- F. Administrative matters and notice provisions**

This Account Guide includes important terms and conditions governing your relationship with Vancity. Take the time to read and ensure that you understand the terms and conditions that apply to you. If you have any questions about this Account Guide contact any of our branches or our Member Services Centre at **604-877-7000** within Metro Vancouver, **250-519-7000** in Victoria, or toll free (within Canada and the U.S.) at **1-888-826-2489**.

In exchange for Vancity agreeing to provide an Account and offer Services, you agree as follows:

A. Definitions and interpretation

1.1 Definitions

“**we**”, “**us**”, “**our**” means individually and collectively Vancity and the Vancity Group of Companies.

“**you**”, “**your**”, “**yours**” means the Member and where the context applies, includes each person signing the Account and Services Application, all individuals authorized to conduct a Transaction or provide Instructions on behalf of the Member, or who may pursuant to this Account Guide otherwise access the Accounts and Services of the Member.

Defined terms used in the Account and Services Application and this Account Guide have the following meanings:

“**Access Code**” means a unique PIN, PAC, MIC or password, being a combination of numbers, letters, or characters, for your identification and confidential use when accessing the Accounts or Services, providing Instructions, or engaging in or authorizing Transactions through an Account Access Device, otherwise through Remote Access Services, or using a POS or an ATM or as required by Vancity for provision of Services.

“**Account**” means any of the financial accounts that the Member may have, now or in the future, at any branch of Vancity.

“**Account Access Device**” means any device used to access any Account, including an ATM, a computer, a telephone, a Mobile Device, a Card, and any other such device Vancity may from time to time permit you to use to access an Account.

“**Account and Services Application**” means any application of the Member to open Accounts or subscribe for the Services as set out in the application, and for new Members, the Member Application Form.

“Account Guide” means this Account and Services Guide and all terms and conditions agreed to and accepted in your Account and Services Application including all updates and revisions made to the Account Guides from time to time.

“Account Statement” means any record of Transactions that includes information about the balance of an Account, whether made available or provided to you as an Electronic Statement through Online Banking or as a mailed paper statement, and when you use Our Telephone Banking system, includes the information you receive regarding Transactions or the balance of an Account using that system.

“Account Verification Period” means the period of time within which you must report any errors, omissions or unauthorized Account activity as more fully described in Section B. paragraph 2.17 of the Account Guide.

“Auto Deposit” means the service provided by the *Interac*® e-Transfer Service Provider which allows you to register as an *Interac* e-Transfer recipient who does not need to respond to an *Interac* e-Transfer Question and Answer.

“ATM” means an Automated Teller Machine.

“Card” means the Vancity MEMBER CARD debit card or such other card provided to you by Vancity which allows access to the Card-Activated Device Services and other Services. Card includes a virtual Card, where we provide you with a MEMBER CARD Number. Card does not include a credit card.

“Card-Activated Device” means an ATM, a POS terminal, or any other card-reading terminal or device as Vancity may make available that connects to an electronic network or is connected to an electronic network approved and connected to Vancity as part of the Card-Activated Device Services.

“Card-Activated Device Services” means all of the Services available through a Card-Activated Device. “Central 1®” means Central 1 Credit Union.

“Contaminant” means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, malware, keystroke logger, or any other malicious code or instruction which may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware, or other Account Access Device.

“Digital or Electronic Representations” means digital or electronic representations of any document or Instrument or Instruction, or the relevant digital or electronic information from the document or Instrument or Instruction (For example, if you use Remote Access Services to send us an image of a cheque for deposit to your Account, Vancity can rely on the image as an accurate and valid Instruction to credit your Account in the amount represented.).

“Electronic Statement” means an Account Statement accessed or made available to the Member through an Account Access Device or otherwise through the Remote Access Services.

“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’. 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 you 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, post-dated Instruments and third party Instruments that were either delivered to you with the payee in blank or endorsed over to you shall not qualify as Eligible Items. Further, any Instrument that has been in any way transferred to you from anyone other than the drawer, or has been endorsed over to you, or has been altered after being drawn, shall not qualify as an Eligible Item.

“Equipment” means devices such as a personal computer or a Mobile Device which, when used by you in combination with the Access Code, permits access to Online Banking.

“Hold” means to withhold access to some or all of the funds that are deposited into an Account, including deposits by cheque or other non-cash Instrument.

“Instructions” means any Transaction instruction, or any request for information or electronic banking Service, or direction, in connection with Remote Access Services, or use of POS or Account Access Device, or concerning the operation of any Member Accounts, whether delivered to us directly or indirectly through the use of electronic, telephonic or other communication channels, including Digital or Electronic Representations. An Instruction includes a Remote Instruction.

“Instrument” means cheques, bills of exchange, promissory notes, orders for payment of money, securities, cash, coupons, notes, clearing items, other negotiable instruments or items of deposit or withdrawal of a similar nature, and their electronic equivalents, including electronic debit instructions or credit instructions.

“Interac e-Transfer Question and Answer” means the security question and answer created by a sender and used for verification purposes for the *Interac e-Transfer Service*.

“Interac e-Transfer Service Provider” means Acxsys Corporation (doing business as CertaPay, including any successors or assigns) that provides *Interac e-Transfer Services* through Online Banking.

“Interac e-Transfer Services” means the money transfer Service provided by the *Interac e-Transfer Service Provider* that facilitates the sending and receiving of money transfers using email or SMS (text messaging on a Mobile Device) through Vancity’s Online Banking to and from Participating Financial Institutions and *Interac e-Transfer Service Providers*.

“Interac e-Transfer Transactions” means Transactions sent and received through the *Interac e-Transfer Services*.

“Loss” means any and all cost (including legal fees incurred), loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, special, or consequential, including any fine, penalty or interest charges.

“Member” means the person or persons whose names appear on the Member Application Form and who have been accepted as Members by Vancity or who constitute or are stipulated to be a Member in this Account Guide.

“Member Application Form” means the Member Account and Services Application Form submitted to Vancity by a prospective Member wherein the prospective Member applies to become a Member of Vancity.

“MEMBER CARD Number” means the number located on the front of your Card issued by Vancity or the number provided to you by Vancity and identified as your assigned MEMBER CARD Number, regardless of whether you are actually issued a physical Card or not.

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

“Mobile Banking” means a Service provided via a Mobile Device, via SMS text messaging, WAP Browser, or other similar Mobile Device technology, or other similar Service as Vancity may offer in the future.

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

“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.

“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 your Contact Info.

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

“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 Access Code and any other security code or measure that Vancity may require. Online Banking does not include card services such as POS purchases provided by a Third Party.

“PAC” means the personal access code selected by you for your sole use, which permits telephone access to our Telephone Banking system or access to Online Banking.

“Participating Financial Institution” means any financial institution other than Vancity participating in the provision of Remote Access Services.

“PIN” means a secret code intended for the sole use of a cardholder which when used in combination with your Card permits access to the Card-Activated Device Services. If your Account Access Device or Mobile Device is accessible with a biometric substitute for a PIN (such as a finger print or iris scan), then in this Account Guide, reference to a PIN includes such biometric.

“POS” means a point of sale terminal that allows you to use your Card and Access Code to send an Instruction to us for the Transfer of funds from the Accounts to purchase or lease goods or services from a seller, lessor or service provider (e.g. a merchant), from the Accounts to obtain a voucher, chit, scrip, token or other item that may be exchanged for goods, services or money, or into the Accounts from an account of a merchant (e.g. a refund).

“Relationship Number” means the unique number assigned to you by Vancity for each group of Accounts.

“Remote Access Services” means a Service provided in relation to the Accounts and Services through an electronic or telephone Service delivery channel, including *Interac* e-Transfer Services, Online Banking, Mobile Banking, Telephone Banking, Mobile Deposit Services and any other Service accessed other than at a branch of Vancity that we may provide now or in the future.

“Remote Instructions” means Instructions given to Vancity with respect to the operation of the Account, other than in person at one of our branches, using an Account Access Device, including through Mobile Banking, Telephone Banking, Online Banking, or other Remote Access Services, by email, text message transmission, or other Digital or Electronic Representation, or verbally by telephone or mobile phone, to access or operate the Account or authorize Transactions or use Services.

“Request Money Transaction” means an *Interac* e-Transfer Transaction initiated by a person sending a request for funds to another person via the *Interac* e-Transfer Service.

“Sensitive Information” means financial information, your Access Code, MEMBER CARD Number or any other information that could compromise any security processes or mechanisms with respect to your Account or the Equipment you use to access your Account.

“Service” means any of the Card-Activated Device Services, services available through our Telephone Banking system, Mobile Deposit Services, Online Banking, *Interac* e-Transfer Services and all other services offered by Vancity from time to time.

“Service Charges” means all service charges and Transaction fees for the Account and Services that Vancity establishes from time to time (as set out in the Vancity Service Charge bulletin as amended from time to time), including fees imposed by a Third Party charged separately or as part of the cost of a Transaction or Third Party Service, in respect of your use of the Accounts and Services.

“Service Provider” means such Third Party service providers as may be selected by Vancity from time to time and includes, without limitation, Central 1.

“SMS” means Short Message Service such as a text message. “Telephone Banking” means Vancity’s telephone access banking service.

“Third Party” means a person other than the Member, Vancity and the Vancity Group of Companies.

“Transaction” means a deposit, withdrawal, Transfer, debit, or other similar activity from or to the Accounts, or made using our Services.

“Transaction Record” means a paper or electronic Transaction record either dispensed mechanically or sent to Your Contact Info or capable of being stored by you using your Equipment and that constitutes a record of your Instructions, and when you use our Telephone Banking system, means the Transaction record provided to you through the Telephone Banking system.

“Transfer” means a Transaction that moves funds out of an account, and includes inter-member Transfers where funds are moved to or from a Third Party account at Vancity.

“Vancity” means Vancouver City Savings Credit Union its successors and assigns.

“Vancity Group of Companies” means Vancity and its subsidiaries and affiliates now or in the future. “Vancity Privacy Code” means the Vancity Privacy Code, as amended from time to time.

“Vancity’s Rules” means the rules of Vancity applicable to membership in Vancity and as may be amended from time to time. (Vancity’s Rules are found on Vancity’s Website.)

“Website” means Vancity’s Internet website at www.vancity.com or such other address as Vancity may designate in the future.

“Wrongful Activity” means any use or attempted use of the *Interac* e-Transfer Services by you or a Third Party, acting alone or in concert, that is fraudulent, unauthorized, made in bad faith, or otherwise improper, whether for financial gain or otherwise.

“your Contact Info” means any of the contact information, including postal address, home address, email address, fax number, or telephone number provided by you and accepted by us. Vancity may give actual notice to you by using your Contact Info and you will be deemed to receive notice from Vancity when Vancity sends you notice to your Contact Info.

1.2 Rules of Interpretation

In this Account Guide, except as otherwise provided or as the context otherwise requires:

- (a) reference to “this Account Guide” and other similar terms refers to this Account Guide as a whole and not just to the particular section in which those words appear;
- (b) headings are for reference only and do not define, limit or enlarge the scope or meaning of this Account Guide or any of its provisions. The headings do not form a part of this Account Guide, and will not be used to interpret, define, or limit the scope, extent, or intent of the agreement or any of its provisions;
- (c) words importing the singular number also include the plural, and vice versa;
- (d) reference to a day, week, month, or year, means a calendar day, week, month, or year, unless expressly stated otherwise;
- (e) reference to currency is to the lawful money of Canada, unless the context of the passage expressly indicates otherwise;
- (f) a word importing a gender includes all genders;
- (g) “person” includes an individual, sole proprietor, corporation, partnership, joint venture, association, trust, unincorporated organization, society or any other legal entity;
- (h) including” or “includes” means including or includes, as applicable, without limitation or restriction;
- (i) “discretion” or “option” means a person’s sole, absolute and unfettered discretion or option; and
- (j) “law” includes common law, equity, statutes, regulations, ordinances, orders in council, and mandatory guidelines, and reference to a specific law includes all regulations, ordinances, orders in council and mandatory guidelines made thereunder and all amendments to, or replacements of, the law or any regulation, ordinance, order in council or mandatory guideline in force from time to time, as applicable.

B. Terms Applicable to Accounts: ownership, signing authority, statement verification, fees and interest, etc.

2.1 Personal Account use

You agree to use your Account and Services for your personal, family and household banking purposes only, and not on behalf of any Third Party that is not named as an Account holder to that Account. If you use the Account or Services for business purposes, Vancity is entitled to charge you fees for business banking Services, rely on the terms and conditions as set out in Vancity's Business Member Agreement and Vancity may close the Account or refuse to continue to provide you Services.

2.2 Joint Accounts

If the Account is a joint Account, each Member who is an Account holder assigns and transfers all monies to all jointly, 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.

On the death of any one or more joint Account holders, the deceased Account owner's interest in the Account will pass automatically to the surviving joint Account holders and any surviving joint Account holders may continue to operate the Account and conduct Transactions in accordance with this Account Guide. The joint Account holders 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 holders' and the deceased joint Account holders' heirs, executors, administrators, assigns or any other Third Party claiming any right or interest in the Account. The joint Account holders acknowledge and agree that by acting on this right of survivorship, Vancity will not be liable for any Loss incurred in any dispute between the estate of a deceased joint Account holder, the surviving Account holders 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 holders. If you do not wish to share joint and several liability with the other joint Account holders, you must instruct that the Account be closed.

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 in its discretion require all Members who are Account holders to confirm an Account Transaction;
- (b) any person may make deposits to the Account; and
- (c) any Member that is an Account holder may update the Member information relating to the Account, such as the mailing address for Account Statements.

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

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 Youth under 13

An Account for a junior Member under 13 years of age must be a joint Account held with another Member who is a parent or legal guardian of the junior Member. 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.

2.7 Special Accounts

Members Under 25

Members under 25 years of age (or such other age as Vancity may designate from time to time) are considered Youth Members and may qualify for products and Services Vancity provides exclusively for the benefit of Youth Members. In the month of the birthday on which the Youth Member ceases to be a Youth Member, Vancity will replace the Account with these exclusive benefits for Youth with an appropriate Account type available at that time and as determined solely by Vancity and you will pay all related fees, charges and interest applicable to that Account. Youth Members may use the account with these exclusive benefits for Youth for their own personal banking needs only. If this Account is used for the benefit of 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.

Members 55+

Members 55 years of age or older (or such other age as Vancity may designate from time to time) may qualify for products and Services Vancity provides exclusively for their benefit. In the month of the birthday on which you become 55, you may apply for such benefits. Members that qualify and subscribe for such benefits on certain designated accounts may use the designated Accounts for their own personal banking needs only. If a designated Account is used for the benefit of or by someone other than the Member that subscribed for that Account, Vancity may charge fees for the Account as if the Account were not provided to the subscribing Member or Vancity may close the Account.

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

You 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 (each called an "Account Representative") with authority to act for you 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.

You 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 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 you, 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 you and all joint Account holders (if applicable) agree to this access being provided.

2.9 Member insolvency, bankruptcy, death, and mental incapacity

The Member is not permitted to conduct and Vancity may refuse Transactions or dealings with the Account if:

- (a) the Member who holds an Account (joint or sole) has declared bankruptcy or become the subject of a bankruptcy proceeding;
- (b) the Member has been declared mentally incompetent or incapable of managing their 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 the 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 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 Accounts) but Vancity is authorized to release any information about the joint Account prior to the Member's date of death to the Member's authorized estate representative.

2.10 Service Charges and fees

Service Charges may be charged to the Account and must be paid by you. Vancity may from time to time increase or decrease the Service Charges or introduce new Service Charges and post notice of such changes in community branches or on the Vancity Website or make them available through Online Banking. Current Service Charges may be obtained by contacting Vancity or through Vancity's Website. By requesting the Account or Service, you acknowledge your agreement to pay Service Charges and fees for the Account or Service requested by you then in effect. Vancity can deduct Service Charges from the Account (or other Accounts of you with Vancity) when the Service is requested or performed.

You acknowledge that Third Parties, including Internet service providers, mobile phone companies, wireless carriers, electronic network providers, mobile app providers and other financial institutions may also charge fees for their services that you may use to access the Account and conduct Transactions at Vancity. You agree that any such Third Party service fees must be paid by you and are in addition to any fees Vancity may charge to conduct Transactions or perform any Services.

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. You acknowledge 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 this Account Guide, Vancity may choose not to pay interest while the Account is frozen.

2.12 Account operation – costs and legal fees

You agree to pay Vancity for any cost Vancity may incur relating to the administration or operation of the Account or provision of Services, including costs incurred:

- (a) in responding to any legal notice, seizure, demand or court process affecting 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 you 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 you hold with Vancity.

2.13 Account claims, disputes 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. You agree 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

You acknowledge and agree 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 your 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 your 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 you 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 Account Statements

Vancity may send you or make available to you a periodic Account Statement for each Account. Except where required by law to provide paper Account Statements, we may choose to provide you with Electronic Statements only or make such equivalent

information available to you through Online Banking. You designate Online Banking as the information system that we may use to deliver Electronic Statements to you. You also agree that we may, at our option, provide Electronic Statements to you by direct messaging through Online Banking, email or SMS text message, to an email address or telephone number you provide to us for purposes of communicating with you, or through other Remote Access Services used by you. Where we, in our discretion, decide or agree, or we are required by law to send you paper Account Statements, we may send them to you by regular mail to your most recent address appearing in Vancity's records. It is your responsibility to update Your Contact Info we have on file when any changes occur. If the Account is a joint Account, the Members agree that Vancity may send or make available the Account Statement 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 paper Account Statement even if you have requested not to receive one.

2.16 No paper statement acknowledgement

You agree that if you do not receive a paper Account Statement every month that you will use Online Banking, Mobile Banking, or other Remote Access Services to review the Accounts and Transactions at least once every month.

2.17 Member's duty to review Account Statements, Transaction Records and provide notice

You agree to make regular review of each Account Statement, including Electronic Statements and electronic Transaction Records of the Account to check and verify the entries and Transactions. In any event, you will for each Account Statement within the earlier of 30 days of the Account Statement cycle date or the last calendar day of the month for the preceding calendar month, (the "Account Verification Period") give immediate notice to Vancity if you suspect or have reason to believe that the Account has been compromised, shows fraudulent or unauthorized Transactions, if there is an error or omission or if you reasonably believe that any person other than you, gained or is likely to gain unauthorized access to the Account ("Required Verification Notice"). (For example, if there is an error or unauthorized Account activity during the month of February that would show on your Account Statement for that month, you would need to give the Required Verification Notice by no later than March 31.)

For the purposes of this Account Guide, the "statement cycle date" is the first day of each calendar month for the preceding calendar month.

In any event, you are deemed to have received an Account Statement by no later than the 15th day of each month for the preceding month. You must review your Account Statement or Transaction Record on the earlier of the date of actual or deemed receipt and must give the Required Verification Notice in writing to Vancity identifying any errors, omissions, irregularities, fraudulent or unauthorized transactions within the Account Verification Period, failing which Vancity shall be entitled to treat all such entries as valid and authorized by you even if you did not initiate a Transaction or did not authorize a Transaction within or before that Account Verification Period.

You agree that if you do not receive a paper Account Statement every month that you will use Online Banking, Mobile Banking, or other Remote Access Services to review the Accounts and Transactions at least once every month.

You are deemed to have received an Electronic Statement on the earlier of the date that you actually received or had access to an Electronic Statement or 5 days after the last day of each month. If we send paper Account Statements to you, you are deemed to have received those 5 days after we send those to you. If you have opted out of Remote Access Services, and cannot access your Account and Transaction Information remotely, and you have not received a paper Account Statement on or before the 21st day of any calendar month for the previous month, you will attend at a branch of Vancity to obtain and review an Account Statement on that day, or the next business day after that, and shall review the Accounts and Transactions for the period back to the 1st day of the preceding calendar month.

If you do not provide us the Required Verification Notice, you are deemed to have accepted the Transaction information and Account Statements as correct, complete, and reflecting all authorized Transactions, binding upon you, that all amounts charged to the Accounts are valid and proper charges, that you are not entitled to any additional credits, and we will be released from all claims by you in respect of the Account Statements and Transaction Records.

Expiry of the Account Verification Period does not prevent Vancity from charging proper Service Charges, reversing credits made in error or charging other amounts contemplated in this Account Guide to the Accounts. Furthermore, nothing in this Account Guide is intended to, or will override the ability of Vancity to request a reversal of Transactions under the rules and standards of Payments Canada where it is permitted or required to do so.

2.18 Transaction reversals and chargebacks

You acknowledge and agree that:

- (a) even if there has been provisional posting of an Instrument to the Account, it is not considered finally 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 despite any provisional posting. The Account Statement for the Account will be modified accordingly, even after expiry of the Account Verification Period; and

- (b) even if a deposit or other credit is 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 Account Statement and Transaction Record for the Account will be modified accordingly, even after expiry of the Account Verification Period.

2.19 Vancity records binding

Unless you have given written notice of any objection to Vancity within the Account Verification Period, you agree that Vancity's records are correct, complete, and conclusive evidence of your dealings with Vancity regarding the Accounts.

After the expiration of the applicable Account Verification Period where no required notice has been received by Vancity from you, you may not claim for any purpose that any entry on or omission from the Account Statement or Transaction Record is incorrect or contains omissions and you 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 you and Vancity in respect of any Transaction. You 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 person giving Instructions on an Account. The contents of these recordings of the call may be retained in the records of Vancity. Vancity may inform you before proceeding with the call of this possibility. This is to establish a record of the information and instructions you provide and to ensure adequate Member service levels.

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

2.20 Cheque imaging

Vancity has a cheque imaging program. Vancity will determine, in its discretion, whether copies of images of Instruments and other items will be provided for the Account Statement or Transaction Record for the Account. You acknowledge that copies of images of Instruments and other items may be provided to you before Vancity has determined whether the Instrument or other item will be honoured or accepted and agree that copies of images of Instruments and other items are made available by Vancity as a Service to you 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.

You acknowledge 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 Account Statement or electronic Transaction Record for the Account, copies of images can be made available to you 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 applicable Service Charges.

2.21 Dormant Accounts

We consider an Account to be a Dormant Account if there has been no Account activity generated by you for a period of 24 or more months. We also consider an Account to be a Dormant Account if (i) there has been no Account activity generated by you for a period of 12 or more months, (ii) on three consecutive occasions, mail sent by Vancity to your last known address has been returned, and (iii) you have not informed us of a new address. You agree to pay any fees Vancity may charge in respect of a Dormant Account. If there are insufficient funds in the Account to cover the fees payable, you authorize Vancity to close the Dormant Account. After 10 years, monies remaining on a Dormant Account may be dealt with or remitted in accordance with the laws applicable to unclaimed property.

2.22 Forms

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

C. Terms Applicable to Remote Access Services

3.1 MEMBER CARD Number, Relationship Number and Access Codes and Use of Card

You may be provided with a MEMBER CARD Number or Relationship Number and you must select Access Codes associated with your Cards to obtain access to Remote Access Services. Your MEMBER CARD Number, Relationship Number and Access Codes remain the property of Vancity and may be cancelled or suspended by Vancity at any time without prior notice to you and without any liability to you or any other person.

You shall use your Card only for the purpose of using an ATM or POS or obtaining such other Services as are agreed upon between you and Vancity, or otherwise permitted by Vancity. Vancity remains the owner of the Card issued to you and you shall return it upon request. This Account Guide, and the fact that you have the use of a Card, does not give you credit privileges or any entitlement to overdraw the Accounts or to use any specific Service.

Where Vancity approves and issues a Card to you and permits you to select an Access Code, you may access the Account, authorize Transactions and use available 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 you to use the Card without providing the Access Code. For these Transactions, you will have the same rights and responsibilities as if you had used the Card with the Access Code.

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 Card to make deposits and retrieve Account balance information. Members cannot use the Card to authorize any other Transactions on such joint Accounts unless prior authorization is received in writing by Vancity.

A Card's issue to a Member does not amount to a representation or a warranty that any particular 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 Card Services offered for the Account and shall not be liable to you for any loss of or change to any such Services.

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

3.2 Merchant disputes

Any dispute between you and a merchant arising out of a Card Transaction must be settled directly between you 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 your Transaction with the merchant.

Vancity will not be liable to you for any action or failure to act of a merchant or refusal by a merchant to honour the Card, whether or not such failure or refusal is the result of any error or malfunction of a merchant POS.

Vancity will not be liable for any Loss arising from the use of ATMs, merchant POS, or from any mechanical or operational failure of any such devices, and you release Vancity from liability for any such Loss.

3.3 Account access device, Card Services and account operation risk

You acknowledge and agree that:

- (a) when Transactions are authorized by you through an Account Access Device or Card Services, the use of funds is deemed irrevocably transferred out of the Account and the Transaction cannot be revoked or stopped by you;
- (b) anyone with access to your Access Codes may be able to access the Account using an Account Access Device or Card Services and may use your Access Codes 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 Card, or your Access Device, if your Card has been added to your mobile wallet, or if your Account has been linked, may be able to access the Account using a POS if contactless payment is activated on the Card.

Except in circumstances described at Section 5.9 (Unauthorized Use and Member Obligations) in the Account Guide, you will be liable for all Transactions conducted using an Account Access Device or Card Services, even where you did not perform such Transactions.

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 you 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, Card Services or conducts an in-branch Transaction to pay a bill, you acknowledge and agree that:

bill payments from the Account are not processed immediately. The time period for processing depends upon a number of factors including the time between when the bill payment is initiated and the internal accounting processes of the bill payment recipient;

it is your responsibility 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

Vancity will not be liable for any Loss arising as a result of non-payment of bill payments, duplicate bill payments, or a delay in the processing of bill payments.

3.6 Service, Account and system disruption risk

You acknowledge that the availability of Account Services, including Services requiring an Account Access Device or Card Services, depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to Vancity, Central 1, and other Third Parties, and as a result Vancity cannot guarantee the provision of uninterrupted Account access and Service. Vancity is not liable for any Loss you 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 you have advised Vancity of such consequences. You release and agree to hold Vancity and Central 1 harmless from any and all Interruption Claims.

3.7 Online Bill Delivery Services

In this section, “Biller” means a person who uses the Online Bill Delivery Services to deliver bills and invoices to their customers electronically.

If Vancity makes Online Bill Delivery Services available to you, directly or through a Third Party, and you enroll in and use the Online Bill Delivery Services through Vancity’s Online Banking:

- (a) You consent 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 you, and reports that pertain to your involvement in and use of the Online Bill Delivery Services. You further consent to the Online Bill Delivery Service Provider disclosing Member-specific data that consists of the total number of Billers for which you have registered, without identifying those Billers apart from Vancity and its affiliates, and without identifying detailed data of your viewing activities;
- (b) You acknowledge that the Online Bill Delivery Service Provider will not respond directly to you 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 you to Vancity or the Biller; and
- (c) You acknowledge that the consents contained in (a) above are requirements of the Online Bill Delivery Services and that if such consents are withdrawn, your 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 – Interac e-Transfer - transferring money by email and SMS

If Vancity makes *Interac* e-Transfer Services available to you and you use the *Interac* e-Transfer Services, you acknowledge and agree that:

- (a) the *Interac* e-Transfer Services are only available in Canadian dollars;
- (b) your Account will be debited as soon as you initiate an *Interac* e-Transfer Transaction, and Vancity, or a Service Provider who provides the *Interac* e-Transfer Services, may Hold the *Interac* e-Transfer Transaction amount until the recipient successfully claims the *Interac* e-Transfer Transaction or the *Interac* e-Transfer Transaction is cancelled. You will not be paid interest on the *Interac* e-Transfer Transaction amount while held. To the extent permitted by law, Vancity is deemed to have a security interest in the *Interac* e-Transfer Transaction amount from the time the Account is debited until the recipient successfully claims the *Interac* e-Transfer Transaction or the *Interac* e-Transfer Transaction is cancelled. Vancity cannot guarantee the date of deposit;
- (c) *Interac* e-Transfer Transactions are subject to number and dollar limits that may change from time to time without prior notice to you;
- (d) Vancity will not be responsible or liable for any Loss incurred as a result of funds held or limits set by Vancity, the *Interac* e-Transfer Service Provider, or a Participating Financial Institution;
- (e) Vancity, a Participating Financial Institution, and *Interac* e-Transfer Service Providers are entitled to pay the *Interac* e-Transfer Transaction amount to anyone who claims to be the recipient and:
 - (i) successfully provides the answer to the *Interac* e-Transfer Question and Answer; or
 - (ii) has registered for Auto Deposit;

- (f) Vancity will not be liable for Losses incurred as a result of:
 - (i) a person other than the intended recipient guessing or obtaining the necessary password;
 - (ii) accepting an *Interac* e-Transfer by Auto Deposit; or
 - (iii) accepting a request to fulfill a Request Money Transaction made by a Third Party who is not the intended recipient of funds;
provided that where an *Interac* e-Transfer is intercepted and the *Interac* e-Transfer Transaction amount does not reach the intended recipient, Vancity may provide reimbursement to you provided that you did not participate in the Wrongful Activity, you fully cooperate in the investigation of such event, and you have satisfied and remain in compliance with all of the terms and conditions of this Account Guide.
- (g) Vancity will not be liable for any Loss arising as a result of a delay in processing an *Interac* e-Transfer Transaction or for *Interac* e-Transfer Transactions claimed by someone other than the intended recipient;
- (h) Vancity does not keep a record of *Interac* e-Transfer Transactions. If a new MEMBER CARD Number is issued, the *Interac* e-Transfer Transaction history and your contact list is lost;

If you are the sender, the *Interac* e-Transfer Transaction and the *Interac* e-Transfer Transaction amount will be returned to you but not any applicable service charges if:

- (i) the recipient does not claim the *Interac* e-Transfer Transaction within the stipulated period from the date the *Interac* e-Transfer Transaction is initiated; or
- (j) the *Interac* e-Transfer Transaction cannot be successfully sent to the recipient's email address or telephone number as provided by you, or if the recipient declines the *Interac* e-Transfer Transaction.

When sending an *Interac* e-Transfer, you are responsible for providing the recipient's correct email address or a valid telephone number that can receive SMS text messages for the recipient. You will immediately update either or both if there are any changes. You represent to Vancity that recipients have consented to your use of their email address or telephone number for each *Interac* e-Transfer Transaction.

To send an *Interac* e-Transfer, in some cases, you may be required to provide an *Interac* e-Transfer Question and Answer to authenticate the recipient, who must correctly respond to the *Interac* e-Transfer Question and Answer.

In cases where an e-Transfer Question and Answer is required, if the recipient successfully claims the *Interac* e-Transfer Transaction but provides incorrect account information, the *Interac* e-Transfer Service Provider or its agent may request and require delivery of correct account information from the recipient prior to making payment or may mail an Instrument to the recipient at an address provided by the recipient without notifying you first.

In cases where the recipient has registered for Auto Deposit the sender is not required to provide an *Interac* e-Transfer Question and Answer. The *Interac* e-Transfer funds sent by the sender will be automatically deposited into the recipient's account.

If you request an *Interac* e-Transfer, you are responsible for providing a correct email address or a valid telephone number that can receive SMS text messages for the intended sender. You will immediately update either or both if there are any changes. You represent to Vancity that intended senders have consented to your use of their email address or telephone number for each *Interac* e-Transfer Transaction.

If you send an *Interac* e-Transfer, you may be able to cancel the *Interac* e-Transfer Transaction up to the time the recipient successfully claims the *Interac* e-Transfer Transaction. As a recipient, you acknowledge that an *Interac* e-Transfer Transaction may be cancelled up to the time you successfully claim the *Interac* e-Transfer Transaction. All disputes must be resolved directly between the sender and the recipient. Vancity may refuse to provide *Interac* e-Transfer Services to you at its discretion and will not be liable for any Loss arising as a result of:

- (k) a delay in processing an *Interac* e-Transfer Transaction;

- (l) except as otherwise provided in this Account Guide, *Interac* e-Transfer Transactions claimed by someone other than the intended recipient; or
- (m) an error made by the sender or the recipient.

Vancity may on its own initiative, cancel an *Interac* e-Transfer Transaction if it has reason to believe that a mistake has occurred or if it believes that the *Interac* e-Transfer Transaction is related to unlawful or fraudulent activity.

If Vancity makes *Interac* e-Transfer Services available to you and you use the *Interac* e-Transfer Services, you acknowledge and agree to use safe e-Transfer practices as follows:

What you should and shouldn't do as the *Interac* e-Transfer sender:

Don'ts:

- Don't include the answer in your *Interac* e-Transfer Question.
- Don't share the answer to your *Interac* e-Transfer Question via email or text or on social media.
- Don't give hints through the *Interac* e-Transfer Question itself.
- Don't reuse the same *Interac* e-Transfer Question and Answer for multiple recipients.
- Don't share your devices that access your Accounts and don't use shared devices to access your Accounts.
- Don't respond to a Request Money Transaction until you have verified the Third Party making the request is the actual intended recipient. Contact them in a different way to confirm whether they are your intended recipient.

Do:

- Verify your intended recipient's actual email or SMS contact number before sending funds. Contact them in a different way to confirm whether they are your intended recipient and that the email or SMS contact number are really theirs.
- Create a unique *Interac* e-Transfer Question that only you and the recipient will know. Avoid common words, passwords you use for other websites, or answers that are easy to guess by someone looking at your social media profile.
- Only share the answer to your *Interac* e-Transfer Question with the intended recipient over a secure method of communication, such as over the phone.
- e-Transfer only to people or businesses you trust.
- Consider using two-factor authentication for your email account.

What you should and shouldn't do as the *Interac* e-Transfer recipient:

Don'ts:

- Don't create weak Account passwords that anyone can easily guess.
- Don't share your passwords with anyone or use the same password for all your Accounts.
- Don't suggest multiple senders use the same *Interac* e-Transfer Question and Answer.

Do:

- Register for *Interac* e-Transfer Auto Deposit to have money automatically deposited without answering a security question.
- Create strong and unique passwords to protect your Accounts, including your email and social media account profiles.
- Be extra cautious if the e-Transfer is unexpected. If it comes from someone you don't know, or you aren't owed any money, don't reply or click any links. If the e-Transfer message seems to come from someone you know and trust, contact them in a different way to confirm whether the e Transfer is real.

If you suspect someone has cracked your password or if you suspect any loss, theft, or unauthorized use of your Account, contact Vancity immediately in person or by telephone.

The terms and conditions of this section relating to *Interac* e-Transfer Services apply only when the *Interac* e-Transfer Service is used. These terms apply in addition to the other terms and conditions in this Account Guide and other agreements you have entered into specific to your use of the *Interac* e-Transfer Services. If there is a conflict between this section relating to *Interac* e-Transfer Services and the other terms and conditions in this Account Guide or any other agreement you have with Vancity that is not specific to the Transaction in issue, this section relating to *Interac* e-Transfer Services will apply to the extent necessary to resolve the conflict with respect to *Interac* e-Transfer Services.

3.9 Mobile Account access

If Vancity from time to time offers Services to allow you to access the Account using Mobile Devices and you use such Services you agree to be bound by this Account Guide.

You may access the Account using compatible Mobile Devices only if you are first granted access by Vancity.

You agree that Vancity may from time to time require you 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. You may be required to register the Mobile Device prior to being able to access the Account and related Services.

If you use a Mobile Device, you agree and acknowledge that when using such device you:

- (a) may 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.

You shall, when using the Mobile Device to access the Account and conduct Transactions, read all terms and conditions of use displayed each time you click on information icons and links. You agree 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.

You 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.

You acknowledge and agree that wireless, Internet, mobile app providers and other phone and Mobile Device carrier charges may apply when using Mobile Devices and that such payments are your sole responsibility. Fees charged by these Third Parties may be in addition to any fees Vancity may charge you now or in the future to access the Account using the Mobile Device.

Vancity encourages you to speak to your Mobile Device service provider about data and text messaging plans that best suit your needs.

3.10 Website terms and conditions of use

Each time you use any Account Access Device to access the Account through Vancity's Online Banking system, you agree 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. In the event of a conflict between this Account Guide and the Website Use Agreement, this Account Guide shall govern in respect of any Remote Access Services you access through Online Banking.

Vancity's public access Website, and our Online Banking portal accessed through the Website, may provide links to other websites, including those of Third Parties. You acknowledge that Third Party websites are independent of Vancity's and their use may be subject to separate agreements. Vancity

has no liability or responsibility for, or control over Third Party websites or their content. Links are provided for convenience only, and you assume all risk resulting from accessing or using Third Party websites.

3.11 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 you as its limited purpose agent, to act on behalf of Vancity in the creation and transmission of an Official Image to Vancity. In addition, you agree, at the specific request of Vancity, to perform any other related duties that may be required by Vancity under the rules and standards of Payments Canada 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. You acknowledge and agree that this role as agent cannot be further delegated by you. On first use and on each subsequent use of the Mobile Deposit Service, you, personally, and on behalf of all Account holders agree 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.

You grant to Vancity and its Service Providers (including Central 1) the right to use Official Images in order for Vancity and its Service Providers to provide the Mobile Deposit Service. For greater certainty, you grant to Vancity and Central 1 a non-exclusive, irrevocable, perpetual, royalty free, world-wide right to and license to use and authorize other persons to use captured images and supporting data and provisioning data created by you, including use of Official Images and clearing replacement documents, solely for purposes of providing services to you and performing Central 1's obligations and enforcing Central 1's rights under this Account Guide. You agree that Central 1 may enforce this Account Guide against you in connection with the Mobile Deposit Service.

Eligible Items: You agree to only image and seek to deposit items that qualify as Eligible Items. Specifically, you 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: You agree that you will NOT image and will not seek to deposit:

- (a) any Instrument that you suspect may not clear when presented;
- (b) any Instrument that you suspect 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 you (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, you 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: You agree to endorse on the back of each Instrument before being imaged for Mobile Deposit Service, by signing your name and writing "For deposit only to Vancity Account # _____", filling in the correct information for the Account, which must be your own Canadian dollar denominated Account. Immediately after imaging

and transmitting the Instrument using the Mobile Deposit Service, you 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 your obligations set out elsewhere in the Account Guide, you agree to review the Account Statement or electronic Transaction Record of the Account using Online Banking at least monthly, as provided in Section 2.17 (Member’s duty to review Account Statements, Transaction Records and provide notice).

You 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, you 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, you shall immediately go to your branch and provide the original Instrument. If there are no noted discrepancies, errors or omissions in the Account Statement, you will thereafter destroy the original Instrument. In all circumstances, except where the original Instrument has been requested for presentment by Vancity, you agree to destroy the original Instrument within 120 days of transmitting the Official Image to Vancity.

3.12 Mobile Deposit Service – Additional Terms and Conditions of Use:

If Vancity, through Online Banking, makes the Mobile Deposit Service available and you use the Mobile Deposit Service, you acknowledge and agree that you 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 or biometrics 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 discretion, from time to time. Further, you agree 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 your 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 you have any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Item, then you 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 you relating to that item and fully cooperate with any inquiry or investigation of the concerns. You acknowledge and agree that Vancity cannot verify the authenticity or negotiability of any item presented to it for collection or negotiation, even when you bring the original

to the branch and that you alone remain responsible for all items delivered for collection or deposit to your Account.

You 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 you.

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.

You agree 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, you agree to indemnify and hold harmless Vancity and its agents, directors, officers, employees, affiliates, and licensees and Service Providers (including Central 1) engaged to process the Mobile Deposit Service (collectively, the “Indemnified Parties”) from and against any and all liabilities and costs, including reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to your use of the Mobile Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Items. You must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defense of any such claim or demand.

The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Account Guide survive indefinitely after the termination of this Account Guide and apply to the extent permitted by law. Without limiting the foregoing, you 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.

You are responsible for any and all costs and obligations associated with obtaining a replacement negotiable Instrument in the event that Vancity requests that you 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 discretion, electronic notices for purposes related to the Mobile Deposit Service may be generated and sent to you at the your Contact Info after you use the Mobile Deposit Service to transmit an Official Image, including to inform you of the receipt by Vancity of an Official Image. To receive such electronic notices, you must provide the your Contact Info 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, its Service Providers (including Central 1) are released from and 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 a delay in processing a Transaction or any requirement that you to obtain a replacement negotiable Instrument. You acknowledge that this Mobile Deposit Service can be terminated or suspended with immediate effect if you conduct Transactions in breach of this Account Guide or if Vancity, or Central 1 reasonably suspect that an Account is at risk of fraudulent or unauthorized activity, or of Transactions that may give rise to a Loss.

3.13 Third Parties and Online Banking Services

Vancity may from time to time make Services provided by Third Parties available through Vancity’s Website, including the Online Banking or through Vancity’s mobile banking apps or elsewhere

approved including Services to conduct Transactions through the Account. You acknowledge and agree 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. Your relationship with the Third Party shall be a separate relationship, independent of the relationship between you and Vancity and such a relationship is outside the control of Vancity;
- (b) Vancity makes no representation or warranty to you with respect to any Services provided by a Third Party even though those Services may be accessed by you through Vancity's Website, Online Banking or through Vancity's mobile banking apps or through another Service provided by Vancity;
- (c) You assume all risks associated with accessing or using the Services of Third Parties;
- (d) Vancity has no responsibility or liability to you in respect of Services provided by a Third Party;
- (e) You, and not Vancity, will be liable for any costs charged by any Third Party for the provision of such Services;
- (f) any dispute that relates to services provided by a Third Party is strictly between you and the Third Party, and you will raise no defence or claim against Vancity as a result of the conduct of a Third Party;
- (g) collection, use and disclosure of information provided by you to the Third Party will be subject to confidentiality and privacy policies of the Third Party and is beyond the control of Vancity; and
- (h) if we use a Third Party to complete a Remote Instruction on your behalf or to provide you a Service, you agree that the Third Party is your agent and is not acting as our agent.

3.14 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.

D. Member Instructions and Account Transactions

4.1 Foreign currency transactions

If you perform a Transaction with Vancity (including the sending or receiving of a wire transfer or the collection on or depositing of an Instrument) denominated in a currency that is different from the currency of the Account on which the Transaction is conducted, a currency conversion will be required.

For outgoing wire transfers to a country whose currency is different from the currency of the Account, where you do not request Vancity to convert the outgoing currency to the foreign currency, the currency conversion may be conducted by one or more Third Parties, including intermediary banks, or may be rejected. The Third Parties may set the rates for the currency conversion and

may charge fees and commissions for this conversion Service. For all wire payments (sending and receiving) that pass through Third Parties, those Third Parties may charge additional fees and commissions for processing the wire transfer and these fees and commissions will be deducted from the amount of the wire transfer sent or received. Third Party conversion rates, fees and commissions are beyond our control. Any foreign currency commissions or fees charged by Third Parties will be deducted from the amount of the wire that you sent or received even if the wire transfer is returned or rejected.

If you initiate a Transaction at an ATM, the foreign currency will be converted to Canadian Dollars at conversion rates set by Third Parties before it is debited from your Account. We do not set the rates those Third Parties use for the conversion, and it is possible that those Third Parties may include their own commissions or fees as part of the Transaction amount before it is converted and debited from your Account, and the Transaction may involve multiple currency conversions.

If you initiate a Transaction at a POS, through an Account Access Device other than an ATM, or through the use of a Card, where the Transaction is initiated in US Dollars, the US Dollars will be converted to Canadian Dollars at conversion rates set by Vancity before it is debited from your Account. Third Parties in the electronic networks used to process the Transaction may also impose fees and commissions that will be added to the Transaction amount before it is converted and debited from your Account.

If you initiate a Transaction at a POS, through an Account Access Device other than an ATM, or through the use of a Card, where the Transaction is initiated in a foreign currency (other than US Dollars), then the Transaction may involve multiple currency conversions before being converted into US Dollars by one or more Third Parties in the electronic networks used to process the Transaction. We do not set the rates those Third Parties use for the conversion, and it is possible that those Third Parties may include their own commissions or fees as part of the Transaction amount before we receive a debit request denominated in either US Dollars or Canadian Dollars. If the Transaction is received by us as a US Dollar amount, and you initiated the Transaction on your Canadian Dollar Account with us, the Transaction amount, including any Third Party fees and commissions, will then be converted by us to Canadian Dollars before it is debited from your Account.

In addition, you understand and agree that for foreign currency Transactions undertaken at ATMs and through POS or other terminals, the owner or operator of the ATM, POS or other terminals, and the operator of the electronic networks over which the Transaction is processed may charge a fee or commission for the use of their devices or networks.

In all cases where foreign currency is converted directly by Vancity, the foreign currency will be converted to the currency of your Account at the exchange rates established by Vancity at the time the conversion of currency is processed by us (which may be different from the date on which you initiated the Transaction). You will not be charged any direct fee by Vancity for the currency conversion (except for applicable Account Service Charges) however Vancity may make a margin on any foreign exchange currency Transactions, which may be considered an indirect cost to you. The margin is the difference between the wholesale exchange rate that Vancity may be able to obtain for the foreign currency and the exchange rate that Vancity then sets for Transactions processed by Vancity on behalf of members where Vancity performs the currency conversion. The exchange rates that Vancity uses for currency conversions are always available on our Website at **www.vancity.com/rates**.

When you deliver an Instrument to Vancity for collection or for deposit to the Account and the Instrument is in a currency other than the currency of the Account, Vancity will convert the currency of the Instrument to the currency of the Account.

Vancity may credit the Account in the converted amount. Because Vancity then forwards the Instrument to Third Parties for clearing, any Instrument that is credited to the Account by Vancity is provisional and subject to reversal. If any such Instrument is returned to Vancity, Third Parties may charge additional fees and commissions for processing the Instrument.

These fees are beyond our control. If the Instrument is returned to Vancity in the original currency of the Instrument, fees and commissions of the clearing financial institution or other Third Parties may be deducted from the face amount of the Instrument. Vancity will convert the amount of any returned Instrument into the currency of the Account and debit your Account. As such, the amount debited to your Account when an Instrument is returned may be different than the amount originally

credited to your Account when the Instrument was deposited. The risk of loss on these Transactions shall be borne entirely by you without any right of recourse against Vancity and without any right to recover any Service Charges or fees in respect of negotiating the Instrument.

You agree to pay (and Vancity may charge the Account) for all amounts charged by Vancity and by any Third Parties for foreign currency Transactions and foreign exchange Services conducted through the Account.

If the currency conversion processes described in this section are not acceptable to you, you agree that you shall not transact in a foreign currency on the Account and will not make withdrawals of foreign currency at ATMs, through POS, or make other Transactions in foreign currency or deliver Instructions to Vancity or Instruments to Vancity in a currency other than the currency of the Account.

4.2 Non-Registered Term Deposits

A Non-Registered Term Deposit is 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.

This 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.

You 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 you to withdraw funds prior to maturity and a penalty for early withdrawal may apply. By purchasing the Non-Registered Term Deposit, you agree to be bound by such terms.

If Vancity does not receive your instructions prior to the maturity date of the Non-Registered Term Deposit, Vancity may at its discretion credit the Non-Registered Term Deposit plus any accrued interest to any Account you hold with Vancity. Vancity may, but is not required to, reinvest the Non-Registered Term Deposit, on behalf of you, 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 discretion.

If you do not want Vancity to reinvest the Non-Registered Term Deposit, you 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 you on a Non-Registered Term Deposit that is not reinvested.

4.3 Preauthorized Account Arrangements and reimbursement process

You 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. A Transaction debiting the Account that is processed electronically by a financial institution in accordance with your written request is called a "Preauthorized Debit". Such arrangements are separate arrangements between you and the Third Party.

You must ensure Account information provided to a Third Party and required for any Preauthorized Debit is accurate and that the Third Party authorized to receive payment is notified by you of any changes to Account information. While Vancity may, for your convenience, correct or update Account information for a Preauthorized Debit, Vancity is in no way obligated to do so or liable to you for any Loss as a result of a failure to do so. Despite Section 2.17 (Member's Duty to Review Account Statement, Transaction Records and provide notice), 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 will you authorize debits for commercial activities to be conducted through a Member's personal Account).

You acknowledge 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.

4.4 Instruments

You authorize Vancity, without inquiry, to honour and pay Instruments drawn on the Account, if:

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

You may sign or endorse documents, including Instructions and Instruments requiring a signature using a mechanical or electronic signature unless otherwise directed by Vancity or by you, or not permitted by law. You authorize Vancity to act upon and accept Instructions and all documents and Instruments signed with a mechanical or electronic signature without any further verification. You agree that if Vancity, in its discretion, determines that the Instructions, other documents or Instruments appear to have been signed using your mechanical or electronic signature, whether they have been or not, those Instructions, other documents or Instruments are binding on you legally and you are responsible to the same extent and effect as if you had given original, signed, written Instructions, documents or Instruments to Vancity.

In consideration for Vancity agreeing to accept and act upon Instructions, other documents and Instruments bearing a mechanical or electronic signature, you release Vancity from all Loss which now or hereafter exists or arises from any action taken in reliance upon a mechanical or electronic signature, or a reasonable facsimile thereof, and you waive claim against Vancity for any Instrument negotiated, debited or credited to the Accounts bearing your mechanical or electronic signature or a reasonably similar signature.

4.5 Account Instructions

Vancity may, but will not be obliged to, act on Remote Instructions received in your name along with any requisite Access Codes, 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 themselves as you is in fact you, and can rely upon such, and Vancity may act on the Remote Instructions provided by any such person. All such Remote Instructions given to Vancity in your name will bind you as though authorized by the Member.

Vancity may, in its 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 minimum required signers 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.

4.6 Account Instructions and Access Codes

Vancity is not required to confirm the identity or the validity of Instructions when a person provides us with your MEMBER CARD Number, Relationship Number or Access Codes, or uses a Card to give Instructions and, except as expressly specified in this Account Guide, such Instructions shall be deemed to be authorized by and binding upon you. You acknowledge and agree that such Instructions may not be subject to revocation or countermand. Vancity may, in its discretion, require proof at any time of authority or verification of identity before acting upon Instructions in your name using your MEMBER CARD Number, Relationship Number or Access Codes, or otherwise, but we have no obligation to you to do so. We may, in our discretion, refuse to accept any Instructions if we are not satisfied with such proof.

You acknowledge and agree that:

- (a) using the Access Codes 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 you in person and in writing;
- (b) you will be bound by such Transactions; and
- (c) once an Access Code has been used to authorize a Transaction, the Transaction may not be revoked or countermanded.

You irrevocably authorize and direct Vancity to debit or credit, as the case may be, the amount of any Transaction to the Account authorized using the Access Codes.

4.7 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 you 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.
- (c) 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 your agent and not Vancity's agent.

Vancity will not be liable for:

- (i) any loss resulting from the acceptance of such evidence as a payment in lieu of cash;
- (ii) the failure of any financial institution or any agent to remit the same;
- (iii) 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
- (iv) 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.

4.8 Noting or protesting

You:

- (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 your 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.

4.9 Stop payments

A written request made by you to Vancity to stop payment on any Instrument drawn on an Account is called a Stop Payment Request. Vancity may stop payment on any Instrument drawn on the Accounts on receipt of a Stop Payment Request. Vancity may process a Stop Payment Request without further investigation or inquiry, and the person making the Stop Payment Request is deemed to have your authority to give that Instruction to us. When we receive a Stop Payment Request, we will take commercially reasonable steps to stop the payment. We are not liable for complying with or failing to comply with a Stop Payment Request. Stop Payment Requests are processed by the branch of Account on which the Instrument was drawn on an 'as requested' and 'as identified' basis, but do not relieve you from the obligations on any Instrument negotiated to any person, including Vancity, that receive such Instrument in good faith and for value. You agree to reimburse us for any expenses incurred in complying with or attempting to comply with your Stop Payment Request and to indemnify Vancity, Central 1 and our Service Providers and all of their connected parties, including their respective agents, directors, officers, employees, affiliates, assigns and licensees against any Loss arising from implementing a Stop Payment Request.

On receiving a Stop Payment Request of a negotiable Instrument drawn on the Account, Vancity will not be liable to you or any other person by reason of complying with, or failing to comply with, the Stop Payment Request.

4.10 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.

4.11 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.

4.12 Overdrafts

Overdrafts are not permitted on any of the Accounts. We may, in our discretion, process a Transaction and charge Service Charges to the Accounts, even if it creates or increases an unauthorized overdraft. Even if we do so, it will not be permission for you to maintain or have any future unauthorized overdrafts on the Accounts.

You will pay Vancity interest on the amount of any overdraft at the higher rate of 21% per annum compounded monthly (an effective annual rate of 23.144%), or Vancity prime, plus 5%, per year,

compounded monthly, up to the maximum effective annual interest rate permissible by law. You agree to pay to Vancity the amount of any overdraft and the interest payable on any overdraft amount immediately whether we make demand or not.

If you are granted overdraft privileges on any of the Accounts, you will not conduct or try to conduct any Transaction that would result in any additional overdraft.

In the event of an overdraft on any of the Accounts, Vancity may, in its discretion:

- (a) setoff the amounts on deposit or as later deposited to the credit of any of the Accounts against the amount of the overdraft and applicable interest without prior notice to you; and
- (b) if the amount of the overdraft and applicable interest is not paid immediately on demand, treat your failure to re-establish or maintain a credit balance in the Accounts, as a default on any of your other obligations owing to Vancity and may issue demand on any other Account, line of credit or loan owing by you to Vancity and if not repaid on demand, Vancity may then:
 - (i) setoff any amounts on deposit to the credit of any Accounts, the liquidated amount in your membership share Account, and any declared but unpaid dividends on your membership shares, against the amount of the overdraft, applicable interest, and other amounts you owe to Vancity; and
 - (ii) treat the amount of the overdraft, or the amount of it that remains after we exercise our setoff rights, as a demand loan, bearing interest at the rates payable on an overdraft stipulated above.

4.13 Setoff

Vancity may apply a positive (credit) balance in any Account, including in your Share Account or arising from a redemption of your Shares against any debt, obligation or liability you may owe to Vancity (including in respect of your Vancity Visa* or other credit card Account) or to anyone in the Vancity Group of Companies. If you do 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 setoff these balances in any manner Vancity considers necessary and Vancity is not required to first give you any notice.

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

5.1 Member's Responsibilities

In addition to your responsibilities set out elsewhere in this Account Guide, you agree to:

- (a) **Secure Documents:** ensure that all cheque books, Account Statements, Electronic Statements, withdrawal or deposit slips, Cards, MEMBER CARD Number, Access Codes, Relationship Number, and all other records provided to you in connection with the Accounts are stored and disposed of in a safe and secure manner. You will conduct periodic reviews to confirm the security of your documents and Sensitive Information;
- (b) **Secure Mobile Devices and Computers:** ensure that your Mobile Devices and any computer used by you to access Services, provide Instructions or initiate Transactions are password or biometric protected and that you do not permit any other person to store their biometrics on your Mobile Device or any computer used by you that you use to access Services or use with Vancity's banking app. You agree that you will not share your Access Codes, or store your MEMBER CARD Number, Access Codes or Relationship Number on your Mobile Device or computer in any manner understandable to anyone gaining access

and that if you do, you will be liable for all Losses. You will keep all firewalls, and anti-virus software up to date and ensure that you run anti-virus searches on at least a weekly basis, that you practice safe computing practices when using Mobile Devices and computers, and that you store and dispose of your Mobile Device and computers in a safe and secure manner. You will not use public computers to conduct Online Banking. You understand that open access or unprotected WiFi creates a risk of interception of your Sensitive Information and may allow others to impersonate you in giving Instructions and conducting Transactions on your Account. You agree to not use open access or unprotected WiFi to access Vancity's banking app or to access Online Banking;

- (c) **"Jail Broken" or "Rooted"** Mobile Devices: 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 limitation imposed on it by your mobile service provider, the Mobile Device manufacturer, or operating system developer without their express approval;
- (d) **Prevent Unauthorized Access:** ensure that reasonable procedures are in place at all times to identify and prevent fraudulent or unauthorized access to or activity using the Accounts or Services, take appropriate precautions to reduce the risk of Loss by implementing reasonable measures, including appropriate security measures for sensitive employment positions within your home such as reference checks for caregivers, Account Access Device security protocols, and to record particulars of any unauthorized Account access or activity. You will ensure that your cheques are numbered sequentially, that you write cheques only in words and figures without blank spaces that may facilitate alteration, you will keep your MEMBER CARD Number and Access Codes confidential and secure, you will immediately take all available steps to prevent any unauthorized access or activity, or continuation of such unauthorized access or activity, and you will take all reasonable steps to recover Losses resulting from the unauthorized access or activity once detected from the person who engaged in such activity;
- (e) **Confirm Information and Instructions:** ensure that your Contact Info and all information and all Instructions, MEMBER CARD Numbers, Relationship Numbers and Access Codes, provided by you to Vancity are accurate and if entered from a computer terminal or Mobile Device are entered correctly;
- (f) **Disclosure of Documents and Information:** disclose and provide to Vancity any and all information, identification or other documentation requested by Vancity for purposes of verifying your identity, address, occupation or relating to use of the Accounts or the Services, including information about you, your personal representatives, if any, your Transactions, Instructions or Instruments or such other information, identification, or documentation as may reasonably be required by Vancity;
- (g) **Ensure Compliance with this Account Guide:** ensure that all parties authorized to conduct Transactions or access Accounts or Services on behalf of the Member are made aware of this Account Guide and accept their obligations, responsibilities and liabilities under the Agreement before conducting any Transactions or accessing Accounts of Services;
- (h) **Comply with Vancity guidelines:** observe all Vancity instructions and guidelines communicated by Vancity in writing, posted at any Vancity branch, on the Website, or otherwise communicated to you by Vancity through Remote Access Services, or otherwise, in relation to operation of Accounts. (Note: Vancity will never initiate a communication with you by email asking for your personal or Account information.); and
- (i) **Not to Undermine Security:** refrain from taking any steps, or from causing, or permitting anything to be done that could undermine the security or integrity of the Services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of any Services or Third Party services accessed through our Services or facilities).

You must notify Vancity immediately, in person or by telephone through Vancity's Member Services Centre at **604-877-7000** within Metro Vancouver, **250-519-7000** in Victoria, or toll free (within Canada and the U.S.) at **1-888-826-2489** if any of the following occurs:

- (j) you become aware of any suspicious circumstances in respect of the Accounts, such as any facts that may give rise to suspicion that any Transactions or Instructions in respect of the Accounts, or Instruments deposited to or written on the Accounts, are fraudulent, unauthorized, counterfeit, may have a defect in title or otherwise are likely to be returned to Vancity or found not to be good for any reason;
- (k) your MEMBER CARD Number, Relationship Number or Access Codes may have been lost, stolen, or otherwise become accessible to an unauthorized person or you have any other reason to believe that the Account has been compromised or that any person other than you gained or is likely to gain unauthorized access to the Account;
- (l) your Account Statements, a paper copy of your Electronic Statements, cheque books, Card, MEMBER CARD Number, Access Codes or confidential Account information becomes lost, misplaced or stolen; or
- (m) for those Accounts where paper Account Statements are delivered, you do not receive an Account Statement by the 28th of the month for the prior statement period.

You agree to fully co-operate with Vancity and any police authority for the purpose of prosecution or in recovery efforts relating to any loss due to fraud or unauthorized Account activity.

5.2 Access Code confidentiality and Access Device Security Obligations

Your Access Codes must be different from any identification number or other secret code you use for other banking or non-banking services. You may not use your birth date, your telephone number, your business address, your social insurance number or any other readily identifiable combination of letters or numbers in your Access Codes (e.g. 1111, 1234, etc.).

You may change your Access Codes at any time. You agree to change the Access Codes periodically and when required by Vancity. Your MEMBER CARD Number, Relationship Number and Access Codes are for your personal use. You must take all reasonable precautions to maintain the secrecy of your Access Codes. You agree not to disclose your Access Codes to any other person. You must memorize your Access Codes and not record them anywhere in a format which can be read or readily deciphered. You may reveal your MEMBER CARD Number and Relationship Number as required to use Vancity Services, but will otherwise protect their confidentiality.

Vancity may, from time to time, require additional security measures, and the Member must comply with all such security measures. You are aware of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of Vancity or requesting disclosure of sensitive banking information. You will not respond to such unsolicited communications, and will only initiate communications with Vancity either through Online Banking, through Vancity's published contact information as shown on Vancity's Website, or as provided at a branch of Vancity.

Some Remote Access Services are made available through the Internet or a telephone service provider. You acknowledge 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 and information is transmitted at your risk.

You agree to follow, and are responsible for any failure to follow appropriate security protocols, including:

- (a) ensuring that any private Account Access Device used to access Online Banking is auto-locked by a password or your biometric, (and only your biometric) to prevent unauthorized use of the Account Access Device, has installed a current anti-Contaminant protection software, and a firewall;
- (b) taking reasonable steps to reduce the risk of Contaminants or online attacks and the risk of unauthorized access to the Accounts, including compliance with your obligations under this Account Guide and additional security policies and protocols required by Vancity;

- (c) signing out of Online Banking and, where applicable, closing the browser or banking app when finished using it;
- (d) refraining from using public or shared computers or other Account Access Devices, or using Account Access Devices in a public place, or through an open WiFi or shared Bluetooth portal, to access Remote Access Services or, alternatively, ensuring that adequate precautions are taken to protect Access Codes and your MEMBER CARD Number from inadvertent disclosure or otherwise being compromised;
- (e) refraining from using public free Internet email service providers, or any other email service that is not within your control and known to be safe and secure, to communicate with us with respect to your Accounts and Services, or to communicate confidential information relating your personal affairs and banking which may be used to obtain or facilitate unauthorized access to your Accounts and Services;
- (f) ensuring that any information entered into or stored on any Account Access Device you use to access the Services or engage in Transactions is protected against unauthorized disclosure and access; and
- (g) to never, under any circumstances, leave an Account Access Device used to access the Accounts or Remote Access Services, until the session has been terminated and you have logged out of the Accounts or Remote Access Services accessed through an Account Access Device.

You 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 you will frequently update or replace the Account Access Devices' operating systems, web-browsers, anti-virus software and firewalls to ensure your use of these devices do not expose you to undue risks of unauthorized access to the devices or the Account Services and that your Equipment is free from Contaminants.

5.3 Compromised Account Security

If you suspect or become aware that a Card is lost, stolen, or has been misplaced or that the Access Codes have been made accessible to another person or an Account Access Device is lost, stolen or compromised, then you must immediately notify Vancity, in person or by telephone.

5.4 Care and control of your Card, cheques, passbooks and Account Statements

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

5.5 Responsibility for use of cheques

You will review your cancelled cheques drawn on your Account at least monthly and will reconcile your cheques against your Account Statement. You are 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 your Account. All such Transactions will be recorded and may be debited to your Account, even if you did not perform or authorize the Transaction. On becoming aware of any unauthorized Transaction, you agree to give us immediate notice in writing.

5.6 Unsolicited fraudulent request for account information (phishing)

You 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. You are 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. You agree not to respond to such unsolicited

communications and will immediately inform Vancity of any such communications purporting to be from Vancity.

5.7 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, you acknowledge 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. You confirm and accept all consequences and losses that may arise as a result of this risk. You acknowledge and shall ensure that any Account Access Device used to access the Account is private and secure, with an up-to-date operating system, is free from Contaminants, and is not jail-broken or rooted. If you access the Account through the Internet, in addition to complying with all terms of this Account Guide applicable to Account security and use of an Access Device, you agree 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. You further acknowledge 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 you will take all reasonable precautions to avoid inadvertent disclosure of an Access Code. You are responsible for any loss suffered as a result of failure to comply with this section.

You agree 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 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 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. You are solely responsible for obtaining, assembling and maintaining all computer Equipment, hardware and software, Internet access and any other Equipment and services necessary to enable you access to the Account and Services and to scan for and prevent receipt or transmission of Contaminants.

You agree that except where caused by the negligence of Vancity or any of its employees, Vancity will not be liable for any Loss 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.

5.8 Addressing unauthorized Transaction problems

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

5.9 Unauthorized Use and Member Obligations

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

- (a) unauthorized use of Card Services or Online Banking Services, including unauthorized use of an Access Code that Vancity may from time to time require, provided you have notified Vancity in writing of such unauthorized use, 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 you have been the victim of force, trickery or intimidation, provided you have not contributed to or benefitted from such circumstances.

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

- (c) you fail to co-operate in any investigation relating to the losses;
- (d) a Member's close family member or relative benefitted from any unauthorized use or loss caused by fraud; or
- (e) a Member has failed to comply with all obligations under the Account Guide and other applicable agreements. You will in all cases be liable for all losses arising from circumstances where the Member:
- (f) authorized someone else to use the Card or any of the Access Codes to access the Account; or
- (g) conducted, authorized or contributed to fraudulent or worthless Transactions through the Account; or
- (h) the loss was avoidable or contributed to by you through you failing to comply with all obligations under the Account Guide.

5.10 Exclusion of Vancity responsibility

Vancity is not responsible for any Loss suffered or incurred by you except to the extent caused by the negligence of Vancity (unless such liability is expressly excluded elsewhere in the Account Guide or any other agreements that govern), and in all cases Vancity will not be liable for any avoidable Loss caused or contributed to by you through you failing to comply with all obligations under the Account Guide, or any indirect, special, consequential, or exemplary damages (including 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 Loss suffered by you 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 you to Vancity to conduct Transactions;
- (c) the failure by Vancity to perform or fulfill any of its obligations to you, 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.

5.11 Liability for errors and omissions

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

Vancity's maximum liability in these circumstances is limited to the actual amount of the wrongly made debit. 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.

5.12 Liability for Remote Instructions

Vancity will not be liable for any Loss or other liabilities that you may incur by reason of Vancity acting, or failing to act, on Remote Instructions given in your name whether or not you actually gave the Remote Instructions. Vancity will not be liable for any damages or other liabilities that you may incur by reason of Vancity acting, or failing to act, on your request to not receive an Account Statement for the Account.

5.13 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 you, Vancity, or a 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 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 their 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 your expense, to a court to pay funds into court and seek directions from a court. You agree 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 you are asked to close the Account and fail to do so, Vancity may, in its discretion, close or freeze the Account, free of any responsibility or liability for unprocessed Transactions during such time.

5.14 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), you will release and indemnify Vancity and its Service Providers from any Loss Vancity may incur as a result of your access to and use of the Account and all related Services and breach of Member obligations under this Account Guide and other applicable agreements.

F. Administrative matters and notice provisions

6.1 Modification of Account Guide

Vancity may, in its discretion, amend this Account Guide as it relates to your future use of the Account from time to time, for any reason, without any liability to you or any other person. Vancity may provide notice of a change to the Account Guide as provided in Section 6.2 (Notices). You shall keep apprised of all notices relating to changes to the Account and related Services provided under the Account Guide. If you use the Account or Services after the effective date of an amendment to the Account Guide, it will mean that you agree to the amendment and are bound by the newer version of the Account Guide.

6.2 Notices

Except for specific terms in this Account Guide or any other agreement expressly to the contrary, any notice required or contemplated by any provision of this or any other agreement to be given to Vancity must be in writing and is deemed given when actually received by us at a Vancity branch location address or the Vancity fax number as published on our Website.

Any notice required or permitted to be given to Vancity by telephone can be made by calling Vancity’s Member Services at **604-877-7000** within Metro Vancouver, **250-519-7000** in Victoria, or toll free (within Canada and the U.S.) at **1-888-826-2489**.

Either party may give notice by Digital or Electronic Representation, mail or fax. You designate Online Banking as the information system that we may use to deliver notifications, Electronic Statements, or other documents in digital or electronic form to you. You also agree that we may, at our option, provide notifications, Electronic Statements or other documents in digital or electronic form to you by direct messaging through Online Banking, email or SMS text message, to an email address or telephone number you provide to us for purposes of communicating with you, or through other Remote Access Services used by you. Notice may also be given to you in person, or by using your Contact Info, except where expressly prohibited by law, by telephone, by mail, fax, Mobile Banking, at an ATM or through another Account Access Device, or any other means Vancity reasonably believes will bring the notice to your attention.

Vancity may, in its discretion, amend this Account Guide from time-to-time, for any reason, without any liability to you or any other person. Notice of a change to this Account Guide may be displayed in Vancity's branches or on the Website, including through use of Online Banking and that will be deemed notice to you. If you access the Accounts or use the Services after the effective date of an amendment to this Account Guide, it will mean that you agree to the amendment and adopt and are bound by the newer version of this Account Guide. You may not change, supplement or amend this Account Guide by any means.

Notifications and other documents in digital or electronic form are deemed to be received by you when they are posted and available to you through Online Banking, Mobile Banking or other Remote Access Services, or when they are sent by SMS text message or by email. Any other notice is deemed to have been received on the earliest of: (a) the time the notice is actually received by you; (b) the time the notice is deemed to be received by you in law; or (c) 5 days after sending the notice to you.

6.3 Account and Services termination

If a Member:

- (a) uses the Account or Services provided for under the Account Guide for illegal, fraudulent or other unauthorized 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;
- (c) threatens or causes harm to any Vancity employee, or damage to Vancity property; or
- (d) is in breach of this Account Guide and fails to remedy the breach in a timely manner after notice to do so;

then Vancity may, in its discretion, restrict, suspend, or terminate your Account privileges and close the Account without advance notice to you. Further, Vancity may, in its discretion, restrict, suspend, or terminate your Account privileges or any Services or close the Account.

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

Any notice of Account termination shall not release you from any obligations incurred under the Account Guide.

6.4 Closing Accounts, Substitution of Accounts and Redeeming Membership Shares

You may close any or all of the Accounts at any time.

Vancity may also, at its discretion, close any or all of the Accounts, without prior notice and without liability to you or any other person.

Vancity may also, at its discretion, and with notice to you substitute an account type that is no longer available from Vancity with a reasonably comparable account type that is made available by Vancity and designate the new account as your Account. If after notice you do not instruct Vancity to the contrary, you will be deemed to have agreed and accepted the new account as your Account.

Upon your closure of all of the Accounts, you agree that unless you give us written instructions to the contrary at the time of closing that: (a) you are deemed to have provided your resignation as a Member, effective immediately; (b) that this Account Guide will be your written request to

withdraw from the membership of Vancity; and (c) Vancity may also close your membership share Account. You may also instruct Vancity to redeem your membership shares in Vancity by giving notice in writing to Vancity in accordance with Vancity's Rules. If you redeem any of your shares, and you then have less than the minimum required shares, then Vancity may close any or all of your Accounts and may be precluded from providing you further Services.

If you have a positive balance on your share Account, any such amount may be setoff and applied against amounts that you owe to Vancity.

Subject to Vancity's rights under this Account Guide, you agree that Vancity may return any funds remaining in the Accounts after closure by crediting the amount against amounts you owe to Vancity, or by issuing and delivering a Vancity official cheque in your name. Delivery of the official cheque may be made personally to the Member, by sending it, by courier or mail, to the most recent address listed in Your Contact Info in Vancity's files, to such other address as you may designate in writing, by personally delivering it to such address, or as otherwise permitted by law.

6.5 Proceeds of crime legislation

You acknowledge 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. You agree to abide by and comply with any such Vancity procedures.

6.6 Code of Practice for Consumer Debit Card Services

Vancity uses the Canadian Code of Practice for Consumer Debit Card Services as a guide when resolving disputes involving Card Transactions.

6.7 Resolving disputes

If you have a concern or complaint of any sort, Vancity encourages you 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 your request Vancity will provide you with information concerning Vancity's dispute resolution process and how long each step normally will take.

6.8 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 You hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of any such dispute.

6.9 Assignment

Vancity may at any time, without notice to you, 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. You may not assign your interest in the Account Guide.

6.10 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:

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

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 such invalidity or unenforceability will not affect any other provision of the Account Guide.

6.11 No waiver

No waiver by Vancity of any breach of 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.

6.12 Determination

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

6.13 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.

6.14 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 this Account Guide will govern to the extent necessary to resolve the conflict.

Home 

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