

## Sunova Electronic Services Agreement

Effective March 20, 2017

In exchange for the Credit Union permitting the Member to use the Credit Union's internet, mobile, Remote Cheque Deposit, tablet and telephone banking services (henceforth known as The Services), the Member agrees as follows:

### 1. Definitions

"Account" means any account under any membership held by the Member with the Credit Union;

"Central 1" means a financial institution in Canada which provides Remote Cheque Deposit Services to the Credit Union;

"Credit Union" means the financial institution currently known as Sunova Credit Union Limited;

"Deposit Item" means a paper cheque (including a bank draft) that is denominated in Canadian dollars and that is drawn on a financial institution branch located in Canada;

"Eligible Item" means a Deposit Item that meets the criteria and requirements described in Section 4h of this Agreement;

"Equipment" means the equipment, such as a personal computer, telephone or other device which when used in combination with the Software and a password, permits access to The Services;

"Jailbreaking" means to remove a restricted mode of operation from a device such as allowing enhanced third-party operating systems or applications to be used on a mobile device;

"Member" means a shareholder of the Credit Union who is agreeing to use The Services;

"Official Image" means an electronic image of an Eligible Item that the Member creates by taking a picture of the front and back of the Eligible Item with Equipment;

"Remote Cheque Deposit Services" means using the Software to transmit an Official Image for processing by the Credit Union;

"Rooting" has the same meaning as "Jailbreaking" and generally applies, though is not restricted to, Google Android devices;

"Signing Authority" means any person authorized to sign on an Account;

"Software" means the software which in combination with the Equipment and a password or other authentication mechanism permit access to The Services, and includes all upgrades, revisions, releases and new versions of such software;

"The Services" means all of the Sunova-branded internet, mobile, Remote Cheque Deposit, tablet and telephone banking services available through the use of a password or other authentication mechanism in combination with the Software;

"Transaction" means any transaction performed using The Services.

## 2. Use of The Services

- a. The Member may use The Services to access any permitted Account and to conduct Transactions as may be permitted with respect to any such Account. When using The Services, the Member will not be permitted to pay bills from, or transfer funds out of any Account on which more than one signature is required to authorize a Transaction, unless prior authorization is received in writing from all required signers. The Member agrees to follow the instructions of the Credit Union in effect from time to time with respect to the use of The Services.
- b. When a password or other authentication mechanism is used to conduct any Transaction, the authorization given at the time of the Transaction will be treated as if it was given by the Member in person, and the Member agrees to be bound by each such Transaction. The Member irrevocably authorizes and directs the Credit Union to debit or credit, as the case may be, the amount of any Transaction to the Account or Accounts designated by the Member at the time of the Transaction, in accordance with the Credit Union's normal practices. The Credit Union's practices respecting the debiting or crediting of any Transaction under The Services may be revised from time to time with or without notice to the Member.
- c. The Member agrees not to conduct or try to conduct any Transaction that would result in a negative balance in any Account or would exceed the unused balance of any authorized overdraft or line of credit, if available. The Member will indemnify the Credit Union for all liability or loss arising out of any such Transaction.
- d. The Member agrees not to access or use The Services for illegal, fraudulent, malicious or defamatory purposes or to do anything that could undermine the security, integrity, effectiveness or connectivity of The Services.
- e. The Member is responsible to know what requirements need to be met in order to complete a Transaction and to ensure that there is sufficient time for a Transaction to be processed (particularly if the Member needs a Transaction to be completed by a certain date).
  - i. The Member is responsible for ensuring that the billing information the Member provides to the Credit Union is accurate and up-to-date;
  - ii. If the Member gives an instruction (including a scheduled payment instruction to make a payment from an Account) the Member acknowledges that the payment may not be received by the recipient on the date of the instruction or the date the funds were withdrawn from the Member's Account.
- f. The Member also agrees that there may be terms and conditions that are displayed only when the Member clicks on information icons or links within The Services. To use The Services the Member must review and accept these additional terms.
- g. Hyperlinks to other internet resources are used at your own risk; the content, accuracy, opinions expressed and other links provided by these resources are not investigated, verified, monitored or endorsed by the Credit Union. The Credit Union is not responsible for the availability of those hyperlinks, nor can it assume any responsibility for the content, links, advertising, products, services or other materials made available by or through such hyperlinks. Furthermore, the Credit Union is not liable for any loss or damage caused or alleged to be caused by, or arising in connection with, the use of or reliance on content of another site accessed through a hyperlink.
- h. The Credit Union (or its service providers) are the owner of all intellectual property rights subsisting on each page / component in The Services. Nothing in this Agreement is to be interpreted as conferring a right to use the Credit Union's works, trademarks or logos (or those of the Credit Union's service providers).

3. The following terms apply if the Member downloads Software that the Credit Union makes available to the Member:
  - a. The Credit Union grants to the Member a limited, non-exclusive, revocable and non-transferable license to install and use the Software on authorized Equipment;
  - b. The Credit Union (or, if applicable its service-providers) retain all intellectual property and ownership rights in the Software;
  - c. The Member agrees not to copy the Software and not to disclose or distribute the Software to third parties;
  - d. The Member accepts the Software "as is" and the Member assumes the entire risk for the performance of the Software;
  - e. The Credit Union will not be liable to the Member for any loss or damages that the Member suffers or incurs from the Member's use of the Software;
  - f. Jailbreaking, Rooting or modification of the Member's device outside of the manufacturer's recommendations makes the Member's device vulnerable to malicious software and hacking. The Credit Union accepts no liability in the event that the Member accesses The Services with Equipment that has been "Jailbroken", "Rooted" or modified outside of the manufacturers' allowances.
  
4. Use of Remote Cheque Deposit Services
  - a. The Remote Cheque Deposit Services are subject to number and dollar limits that may change from time to time without prior notice to the Member. Any such limits and changes will be effective as determined by the Credit Union.
  - b. The Member acknowledges that the Credit Union may impose additional requirements on the Member's ability to use the Remote Cheque Deposit Services and that the Credit Union may change these requirements at any time without prior notice to the Member. By use of The Services the Member agrees to accept all of the terms and conditions of The Services and any amendments thereto.
  - c. If the Credit Union makes the Remote Cheque Deposit Services available to the Member:
    - i. The Credit Union appoints the Member as our agent to act on our behalf in the creation and transmission to the Credit Union of Official Images and other information regarding an Eligible Item and the Member agrees not to delegate this role to any other person;
    - ii. The Member agrees that the Credit Union may provide information about the Member and the Member's use of the Remote Cheque Deposit Services to Central 1 (including personal information) to allow the Credit Union and Central 1 to provide the Remote Cheque Deposit Services to the Member;
    - iii. The Member agrees to grant to Central 1, a non-exclusive, irrevocable, perpetual, royalty-free, world-wide right and license to use (and to authorize other persons to use) Official Images, other information regarding an Eligible Item and additional information that the Credit Union may provide to Central 1 about the Member and the Member's use of the Remote Cheque Deposit Services for the purpose of providing the Remote Cheque Deposit Services to the Member.
  - d. Any notice that the Credit Union sends to the Member in connection with the Remote Cheque Deposit Services is for information purposes only and it does not guarantee that the Credit Union will accept an Official Image or that the Member's Account will be credited. This includes any notice that the Credit Union provides to the Member confirming that the Credit Union has received an Official Image from the Member via The Service.
  - e. The Member agrees to use the Remote Cheque Deposit Services only to image, transmit and deposit Official Images of Eligible Items.
  - f. Each Official Image that the Member transmits must be an original of the Eligible Item. The Member agrees not to image, deposit or transmit photocopies or printouts of electronic copies of a Deposit Item.

- g. The Member agrees not to use the Remote Cheque Deposit Services to image, transmit or deposit any of the following types of Deposit Items:
  - i. Deposit Items which are not Eligible Items;
  - ii. Deposit Items which have already been deposited through Remote Cheque Deposit Services, a remote cheque deposit service offered by another credit union, financial institution or other entity or items previously deposited by any other means;
  - iii. Deposit Items payable to any person or entity other than the person or entity that owns the Account that is the subject of the deposit;
  - iv. Deposit Items which are endorsed on the back in a way that does not comply with this Section;
  - v. Deposit Items which are post-dated or dated more than six (6) months prior to the date of deposit;
  - vi. Deposit Items that have been altered in any way whatsoever;
  - vii. Deposit Items which the Member knows or suspects are not authentic, are fraudulent or are not otherwise valid;
  - viii. Deposit Items that are payable jointly, unless it is deposited into an Account in the name of all the payees.
- h. The Eligible Item that the Member transmits to the Credit Union must:
  - i. Be legible (which the Credit Union will determine in our sole discretion);
  - ii. Comply with the requirements that the Credit Union establishes for the quality of Eligible Items from time to time;
  - iii. Comply with the requirements established by the Canadian Payments Association (CPA) or other applicable regulatory agencies or bodies from time to time (this includes the requirement that the date, drawee institution, payee, amount in words and figures, signature of the drawer and magnetic ink character recognition (MICR) information must be clearly legible).
- i. The day assigned to the deposit will be the day the Credit Union processes the Official Image of the Eligible Item. The Credit Union will credit funds to the Member's Account upon our receipt of the Eligible Item but the Member acknowledges that the Credit Union may place a "hold" on funds that are sent or received through the Remote Cheque Deposit Services and therefore the availability and access to the funds will be subject to any hold that the Credit Union places on the funds (as well as any other limits or restrictions described in this Agreement).
- j. The Member acknowledges that the Credit Union may determine (and change in our sole discretion from time to time) the manner in which Eligible Items are cleared, presented (or represented) for payment and collected.
- k. If the deposit amount does not match the amount of the Eligible Item transmitted, the Credit Union will adjust the Member's Account to reflect the amount on the Eligible Item received.
- l. The Member acknowledges that the Credit Union can reject any Deposit Item (or any other instrument or item that is transmitted through the Remote Cheque Deposit Services) whether or not it is an Eligible Item. The Member also agrees that the Credit Union is not responsible for Eligible Items that the Credit Union does not fully receive or that are corrupted during transmission.
- m. The Member acknowledges that a Deposit Item (or any other instrument or item that is transmitted through the Remote Cheque Deposit Services) may be returned to the Credit Union by another financial institution if the financial institution determines that the Deposit Item (or other instrument or item, as applicable) cannot be processed, is illegible or otherwise unacceptable. The Credit Union may also charge back to the Member's Account at any time, any item or Transaction of any kind that the Credit Union subsequently determines was not eligible for deposit or which has been deposited into the Member's Account and is not paid on presentation.
- n. The Member agrees to retain each original Eligible Item for at least 90 calendar days from the date it is successfully deposited and to destroy the original Eligible Item within 120 calendar days of the successful deposit date. During the time the Member retains the original Eligible Item, the Member agrees to promptly provide the original Eligible Item to the Credit Union upon request.

- o. The Member agrees to cooperate with the Credit Union in our investigation of any unusual, improper, unauthorized, suspicious or fraudulent activities relating to the transmission of Deposit Items or the use of the Remote Cheque Deposit Services. The Member also agrees to provide reasonable assistance to the Credit Union in our investigation of any poor quality transmissions or resolution of other customer claims relating to the Remote Cheque Deposit Services.

#### 5. Limitations

- a. The Member agrees that The Services will be available only on an "as is" and "as available" basis.
- b. The Credit Union offers The Services in order to improve the accessibility of the Credit Union to its Members. However, the provision of The Services is dependent in part on communication lines and other third party equipment and services. The member agrees the Credit Union will not be liable for any delay, loss, damage (direct, indirect or consequential) or inconvenience whatsoever caused by or arising from the provision of or failure to provide services. In no event will the Credit Union be liable for any personal injury, or property damage or any loss of business or profit or other indirect or consequential damages whatsoever.

#### 6. Indemnity

It is understood and agreed that the Member agrees to indemnify and save harmless the Credit Union, including, but not limited to its related, subsidiary or affiliated companies and any and all of their respective directors, officers, employees, agents, predecessors in interests, successors in interests, subsidiaries, parent/associated/subsidiary companies and assigns against any and all liability, loss, damage, costs and expenses of any nature whatsoever which they, or any of them, may hereafter incur, sustain, suffer or be required to pay as a result of any action, cause of action, claim or demand that is made in respect to the Member using The Services agreed to herein.

#### 7. Transaction verification and records

- a. All Transactions are subject to verification and acceptance by the Credit Union, and if not accepted will be reversed from the Account. Verification may take place on a date later than the date the Member authorized the Transaction, which may affect the Transaction date.
- b. The Credit Union's records of each Transaction, and the Credit Union's accounting records, will be deemed to be correct, and will be conclusive and binding upon the Member. If the Member believes that the Credit Union's records contain an error or omission, the Member must give written notice of the suspected error or omission to the Credit Union within the time provided in the "Account Application and Agreement" between the Member and the Credit Union for the relevant Account or Accounts.
- c. If the Credit Union does make an error or omission for any reason, with respect to the recording of any transaction, the liability of the Credit Union will be limited to the amount of the error or omission in recording, plus any applicable service charges that may have been charged to the member by the Credit Union. Specifically, the member agrees that the Credit Union will not be liable for any other loss, or any loss of business or profit or any other damage (direct or indirect or consequential) or delay or inconvenience whatsoever caused by or arising from any such error or omission.

#### 8. Service fees

The Credit Union will establish service fees for use of The Services and/or for conducting transactions and may change these service fees from time to time. The Member authorizes the Credit Union to deduct any applicable service fees from any Account.

#### 9. Confidentiality of passwords and other authentication mechanisms

The password and other authentication mechanisms are for the Member's use alone and may not be assigned or transferred. The Member agrees to keep the password and other authentication mechanisms confidential and not to disclose it to any person or entity. The Member agrees not to record the password or other authentication mechanism in writing or by voicemail or e-mail. For security reasons, the Credit Union recommends that each Member change the Member's password on a regular basis, such as every 90 to 120 days.

#### 10. Member's liability

The Member agrees to notify the Credit Union immediately, in writing, if the Member's password or other authentication mechanism becomes known to anyone other than the Member. The Member is liable for any losses they or anyone else may suffer as a result of unauthorized use of the Member's password or other authentication mechanism.

#### 11. Termination

The Credit Union may at any time without notice withdraw permission to use any or all of The Services, without being liable for any loss resulting from such action. If the Member no longer wishes to use any or all of The Services, the Member will notify the Credit Union in writing.

#### 12. Changes to agreement

The Credit Union can add to or change the terms and conditions of this Agreement from time to time, but the Credit Union will give at least 30 days' notice of any such additional or amended terms and conditions. The 30-day notice will run from the date a notice is given by mail, website posting, in-branch display or other communication means deemed appropriate by the Credit Union. If the Member continues to use The Services after the effective date of any additional or amended terms or conditions to this Agreement, then the Member will be deemed to have accepted such additional or amended terms or conditions.

#### 13. Other agreements

The terms and conditions of the "Account Application and Agreement" with the Credit Union and any other conditions or agreements between the Member and the Credit Union regarding any Accounts shall remain in full force and effect and shall apply to each transaction, except as expressly modified by the terms of this Agreement. If there is a conflict between any provision of any of these other agreements and this Agreement, this Agreement will prevail with the exception that the "Account Application and Agreement" between the Member and the Credit Union will prevail over this Agreement.

#### 14. Execution

This Agreement may be executed on paper or electronically. When executed electronically, use of The Services shall be deemed to be acceptance of the terms and conditions hereof as of the date of first use.

#### 15. General

If the Member is the joint holder of an Account, then each joint holder of that Account will be jointly and severally liable for all transactions conducted using The Services with respect to that Account.