



# Member Agreement

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The Member agrees to be bound by the terms and conditions of this Member agreement (the "Agreement") as evidenced by the signature of an authorized person or persons on the "Member Signature Card and Account Agreement"; or by clicking "Accept" when the Account is opened via the website.

## A. Definitions

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In this Agreement, the following terms shall have the following meanings:

**"Access Codes"** means a password, personal identification number or other security code issued to the Member by Servus Credit Union, and that may be, where available, authenticated by Member's use of Member's biometric information.

**"Account"** means any chequing, savings, loan or investment accounts held by the Member at Servus Credit Union, alone or jointly with another or others.

**"Affiliate"** refers to any corporation or other entity that is directly or indirectly owned, partially or wholly, by Servus Credit Union.

**"Attorney"** refers to a person designated to act under a 'Power of Attorney' and authorized to act on the Member's behalf.

**"Business Day"** means a day, Monday to Friday that Servus Credit Union branches are open for business in the Province of Alberta.

**"Cards"** includes a Servus Credit Union Member Card® or Mastercard®.

**"Disposable Bag"** refers to the designated night depository bags provided by Servus Credit Union.

**"Electronic Transaction"** includes any transaction arising from the use of:

- a Card in conjunction with one or more Access Codes;
- any electronic means to change my address or personal information;
- any electronic access to the Website;
- Servus Credit Union Telephone Banking service;
- Online Banking;
- Mobile Banking; and
- access to and receipt of E-statements.

**"E-Statement"** refers to the electronic format of Member's Statement of Account.

**"e-Transfer Services"** means an Interac electronic transfer service provided by Central 1 Credit Union that Servus Credit Union offers through its Online/Mobile Banking that allows a Member to either send funds from the Member's Account to another person by specifying an email address or mobile phone number, or to receive funds in the Member's Account from another person electronically.

**"Indebtedness"** means any and all indebtedness of a Member to Servus Credit Union.

**"Instrument"** means all bills of exchange, cheques, promissory notes, credit cards and all other orders for payment of monies.

**"Intellectual Property"** refers to the materials belonging to Servus Credit Union, its agents or Third Parties and all intellectual property rights, such as copyright, to such materials.

“**License**” refers to the limited permission granted by Servus Credit Union to the Member to access Electronic Transactions on that Member’s Account.

“**Loan Agreement**” refers to any agreement between Servus Credit Union and the Member that creates Indebtedness to Servus Credit Union.

“**Member**” refers to, as applicable, an individual, partnership, corporation or other entity who or that has purchased at least the minimum number of common shares required by Servus Credit Union’s bylaws to authorize participation in the ownership, direction and control of Servus Credit Union.

“**Mobile Banking**” means the access to Online Banking using mobile devices through applications designed specifically for those devices to access the Website.

“**Online Banking**” means Servus Credit Union’s online system that may be used by Member to directly process Electronic Transactions and access Account information, and includes e-Transfer Services.

“**Online/Mobile Banking**” means Online Banking, or Mobile Banking, or both, as the context requires and includes any of the following services:

- Internet banking services;
- Electronic Transactions processed using a mobile device;
- Any other Online Banking or Mobile Banking service, which we may offer to Member to use with Member’s Account or Accounts.

“**Services**” means any services or products provided by Servus Credit Union to the Member.

“**Servus Credit Union**” means Servus Credit Union Ltd. and any of its Affiliates and sometimes referred to as “we”.

“**Shares**” refers to common shares, an equity or ownership interest in Servus Credit Union.

“**Signing Authorities**” refers to the authorized signers on an Account.

“**Statement of Account**” refers to the regular statement provided by Servus Credit Union to Member.

“**Trading Area**” means a 75 kilometre radius from a location delivering retail financial services for Servus Credit Union.

“**Third Party**” refers to a party that is not a party to this Agreement, a Loan Agreement or any other agreement between Servus Credit Union and a Member.

“**Website**” means the website operated and maintained by Servus Credit Union.

## B. Shares in Servus Credit Union

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- 1. Subscription:** The Member agrees to subscribe for the required number of Shares in Servus Credit Union and to pay the purchase price in cash.
- 2. Bylaws:** The Member’s ownership of the Shares will be subject to the bylaws of Servus Credit Union and to the Credit Union Act (Alberta) and regulations passed under it.
- 3. Share Redemption:** The Member acknowledges that the Shares represent ownership in Servus Credit Union and that the value of the Shares is neither guaranteed nor insured. Share redemptions are subject to approval by the Board of Directors of Servus Credit Union, or as delegated to the President and CEO of Servus Credit Union, or his or her designate. Redemptions are also subject to restrictions under the Credit Union Act (Alberta) and regulations thereunder, and the bylaws of Servus Credit Union. Members are eligible for immediate payout of Shares in the following scenarios:
  - a. The Member’s Shares are valued at less than \$1,000 and the Member closes all Accounts;
  - b. The Member is a corporation or other entity carrying on business and ceases all business activities;
  - c. The Member moves outside of the Trading Area;
  - d. The Death of the Member (at the time of Account closure); or
  - e. When a trust Account is assigned to a child up to \$1,000 in Shares are eligible for immediate payout. Remaining Shares greater than \$1,000 will be transferred to the personal Account of the child Member.

All other redemption requests must be submitted by application and received by Servus Credit Union on or before November 15th in any given year for payout by December 20th of that year.

## C. Accounts

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Each Account will be subject to the following terms:

- 1. Conditions of Operation:** The Member agrees to comply with the terms and conditions, and to pay all fees, for each Account as these terms, conditions and fees may be amended by Servus Credit Union from time to time. The current terms, conditions and fees applicable to each type of Account will be

available on the Website or at any branch of Servus Credit Union. Servus Credit Union reserves the right to revise the terms, conditions and fees at any time by providing reasonable notice to all Members of any changes to the terms, conditions or fees by any such method it deems appropriate, prior to the effective date of the change. The Member's first use of an Account or any Services outlined in this Agreement, after notification of any changes, will serve as the Member's acceptance of those changes.

- 2. Charges to Accounts:** The Member authorizes Servus Credit Union to charge any of Member's Accounts with the amount of:
- a. Any Instrument drawn by the Member on an Account;
  - b. Any Instrument cashed or negotiated by Servus Credit Union on the Member's behalf or which is returned to Servus Credit Union later by reason of insufficient funds or a forged, unauthorized or missing endorsement. The Member agrees that the charging of any unpaid Instrument will not be considered to be payment of that Instrument such that the rights of Servus Credit Union against all parties liable on the Instrument are preserved;
  - c. Any Instrument received by Servus Credit Union for credit to any of the Member's Accounts if that Instrument is lost, stolen or otherwise disappears for any cause, other than the negligence of Servus Credit Union;
  - d. Subject to any other agreement the Member has with Servus Credit Union, any Indebtedness the Member owes Servus Credit Union together with any costs and expenses to recover those amounts, including legal fees and disbursements incurred by Servus Credit Union on a solicitor-own-client, full indemnity basis; and
  - e. Any fees, Service, administrative or other charges for the operation of any Account or that may arise in connection with the provision of other Services used by the Member, which are in effect from time to time. These amounts may be charged to the Member's Account even if the charge creates or increases an overdraft of that Account.
- 3. Fees:** The Member agrees to pay such fees and charges of Servus Credit Union in relation to any Account or Service Member uses and as may be in effect from time to time. The Member acknowledges that Servus Credit Union may amend the fees and charges from time to time in accordance with

Section C.1. If there is a difference between the rates and service charges posted on the Website and those posted in a Servus Credit Union branch, the rates and service charges posted in the branch shall apply.

- 4. Overdraft:** The Member will not overdraw any Account except if Member is enrolled in the overdraft protection Service described in Section G below ("Overdraft Protection"). Any unauthorized overdrafts will bear interest at the rates established by Servus Credit Union from time to time, calculated on the daily outstanding balance and compounded monthly. Any unauthorized overdrafts and interest thereon are payable on demand.
- 5. Statements:** Statements of Account may be mailed to Member by ordinary mail at Member's last known address on the records of Servus Credit Union and deemed received by Member within five Business Days after mailing. Alternatively, where available, Member may request Member's Statements of Account to be accessible to the Member electronically through E-Statements and Servus Credit Union will use reasonable efforts to send or otherwise make them available to Member through its Website or otherwise on a regular basis. E-Statements shall be deemed to have been received by Member on the date made available. The Member will examine each Statement of Account and advise Servus Credit Union immediately of any errors, omissions, or mistaken or fraudulent transactions. The Member understands and acknowledges that Servus Credit Union will not be liable for any errors, omissions, or mistaken or fraudulent transactions of which Member has not informed Servus Credit Union within 30 days of the date of the Statement of Account.
- 6. Waiver of Presentment:** The Member waives presentment for payment, notice of dishonour and protest of Instruments drawn or endorsed by the Member. The Member will be liable to Servus Credit Union as if the Instruments had been presented and notice of dishonour and protest given.
- 7. Set Off:** Monies in any Account may, without prior notice, be applied by Servus Credit Union against any present or future liability and/or Indebtedness of the Member to Servus Credit Union, whether alone or jointly with others.
- 8. Dishonoured Items:** Servus Credit Union may reverse any Instruments credited to any Account which are not later paid or which are dishonoured for any reason. Servus Credit Union will provide a copy of such Instruments to the Member upon request.

**9. Holding of Funds:** Servus Credit Union may hold funds arising from non-cash deposits to Accounts. Servus Credit Union will make the first \$100 of all funds deposited by a cheque available for withdrawal:

- a. Immediately, if the Member deposits the cheque in person with a Servus representative at any Servus Credit Union branch; or
- b. On the Business Day following the day of the deposit, if the Member deposits the cheque in any other manner.

The maximum period of time that Servus Credit Union will hold the funds will not exceed seven Business Days.

The maximum hold period and access to the first \$100 of funds may not apply for reasons determined by Servus Credit Union, acting reasonably, including, but not limited to:

- a. A deposit to an Account that has been open for less than 90 days;
- b. A cheque that has been endorsed more than once;
- c. A cheque that is not issued in Canadian dollars;
- d. A cheque issued from an account at a bank branch outside of Canada; or
- e. A deposit that Servus Credit Union has reasonable grounds to suspect is being made for illegal or fraudulent reasons.

**10. Stop Payment Requests:** The Member may request Servus Credit Union to countermand or issue notice of stop payment on any Instrument issued on Member's Account. The Member understands that Servus Credit Union will use commercially reasonable efforts to process the Member's request but that if it is unable to do so before the Instrument is debited from the Member's Account, or its instructions are disregarded, that Member will remain responsible for that Instrument.

**11. Indemnity:** The Member will be liable for and indemnify Servus Credit Union against all claims including, but not limited to, claims for costs and damages that may be made against Servus Credit Union as a result of or in connection with any Instrument credited to any Account.

**12. Joint Account:** If there is more than one person signing the Member Signature Card and Account Agreement for a jointly held Account (the "Joint Member"):

- a. Each Joint Member is liable or indebted, or both, to Servus Credit Union, jointly and severally, in relation to this Agreement;

- b. The Joint Members agree that a right of survivorship applies to their rights to the Account;
- c. Each Joint Member is bound by any other agreement which relates to the Account, even if only one Joint Member signed or otherwise accepted the other agreement;
- d. Instruments may be deposited to the jointly held Account on the basis of the signature of only one Joint Member even if the Instrument is payable to more than one Joint Member.
- e. Monies in the jointly held Account may be withdrawn or the jointly held Account closed on the required number of signatures provided on the signature card taken in connection with the jointly held Account. Provided, however, that the death of any one Joint Member who is an individual will not affect the right of the remaining Joint Member(s) to withdraw monies from or close the jointly held Account.
- f. Each Joint Member is liable or indebted, or both, under this Agreement regardless of the admission or withdrawal of any partner, member of a joint venture or any other joint Account holder.
- g. The Joint Member is not liable or indebted, or both, for obligations under this Agreement which are incurred after Servus Credit Union receives written notice that a Joint Member is no longer a partner, member of a joint venture or otherwise a joint Account holder, provided that the Joint Member will remain liable or indebted, or both, until the obligations to Servus Credit Union pursuant to this Agreement, incurred before Servus Credit Union received written notice that a Joint Member was no longer a partner, member of the joint venture or otherwise a joint Account holder, are paid in full. A notice to that effect will be effective at each of Servus Credit Union's branches when the branch where the Member has an Account receives it.

**13. Account Users:** The Member will immediately advise Servus Credit Union if Member authorizes any Third Party to use that Member's Accounts or if Member uses that Member's Accounts on behalf of or for the benefit of Third Parties. The Member will provide Servus Credit Union with the names of the Third Parties and with any other information regarding those Third Parties as Servus Credit Union may require. The Member further agrees to immediately advise Servus Credit Union of any changes to information provided regarding Third Parties.

**14. Unclaimed Balances:** Unclaimed balances are handled in accordance with the Credit Union Act (Alberta). Servus Credit Union will be responsible to notify Members with unclaimed balances within the timelines set out in such Act. Unclaimed balances of \$100 or more on which no valid claims have been made for 10 years are transferred to the Credit Union Deposit Guarantee Corporation.

## D. Electronic Service

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- 1. Ownership of Cards:** The Cards are the property of Servus Credit Union and must be returned to Servus Credit Union on request. Servus Credit Union may request a merchant or financial institution to take possession of a Card on its behalf.
- 2. Authority to Process Transactions:** Servus Credit Union may accept, rely upon and process any transaction transmitted to it with instructions to debit from the Account of the Member any amounts payable to Third Parties either on a one time only or recurring basis. The use of Online/Mobile Banking in connection with Member's Access Code constitutes Servus Credit Union's authorization to process the transaction as instructed by Member and to debit or credit Member's Account in the amount specified by Member. The Member acknowledges and agrees that Servus Credit Union can accept, rely upon and process any Electronic Transaction submitted or initiated through the use of the Access Code, even though the Member's Account or Accounts may require two or more signatures or other form of authorization.
- 3. Member Liability for Errors in Transactions:** The Member is responsible for the truth, accuracy and completeness of instructions given for the processing of Electronic Transactions. Servus Credit Union will use commercially reasonable efforts to correct any improperly entered transaction, but it is not responsible for any results or consequences of a transaction processed as a result of inaccurate or incomplete instructions.
- 4. Transactions with Merchants:** When using the Card for purchases, the sale agreement is between Member and the Third Party merchant. Dispute resolution relating to goods or services obtained through use of the Card is identified in the applicable "Cardholder's Terms and Conditions".

**5. Acceptance of Risk:** The Member acknowledges that the use by the Member of Electronic Transactions is at the Member's own risk.

**6. Effective Date of Transactions:** The Member acknowledges that Servus Credit Union will process Electronic Transactions as quickly as possible. The Member acknowledges that Electronic Transactions involving bill payments or transfers to Third Parties may require two or more Business Days for completion.

- 7. Refusal to Complete or Reversal of Transactions:** All Electronic Transactions may be subject to verification. Servus Credit Union may refuse to complete or may reverse any Electronic Transaction for a reason or reasons determined by Servus Credit Union, acting reasonably, including but not limited to:
- a. The Electronic Transaction is one that cannot be processed electronically;
  - b. The Electronic Transaction will result in an unauthorized overdraft of the Member's Account or violates any provision of any other agreement made between Servus Credit Union and the Member;
  - c. The transaction requires a payment to a Third Party that does not accept the Electronic Transaction; or
  - d. There is an operational failure or malfunction in Electronic Transaction services.

## E. Access Codes

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- 1. Protection of Access Codes:** The Member acknowledges responsibility to maintain the confidentiality of any Access Code. The Member agrees that the Member will not disclose the Member's Access Code to anyone and that Member will change Member's Access Code on a regular basis. The Member understands that Member is responsible for all transactions conducted through the use or misuse of Member's Access Code. The Member agrees that Servus Credit Union has no obligation to confirm the authority or identity of a person using Member's Access Codes.
- 2. Lost or Stolen Access Code and Unauthorized Use:** The Member will notify Servus Credit Union if Member's Access Code is lost or stolen or if the Member believes that the Member's Access Code may have become known to another person or available for unauthorized use. If the Member becomes aware of any unauthorized use of the Member's Account or

if any Statements or records of the Member show transactions the Member did not authorize, the Member will advise Servus Credit Union immediately. The Member acknowledges and understands that Servus Credit Union will use commercially reasonable efforts to stop or reverse the transaction but that Servus Credit Union is not responsible for any consequences of a transaction processed as a result of unauthorized use of the Member's Access Code or Account.

- 3. Ownership of Access Code:** Member acknowledges that the Access Code remains the property of Servus Credit Union.
- 4. Required Signatures:** The Member is entitled to select an Access Code only if all of the signing authorities on the Accounts identified on the Member Signature Card and Account Agreement have authorized the Member to select an Access Code. The Member acknowledges and agrees that Servus Credit Union can accept, rely upon and process any Electronic Transaction submitted or initiated through the use of the Access Code, even though the Member's Account or Accounts require two or more signatures or other form of authorization.
- 5. Use of Electronic Transactions:** The Member will only use Electronic Transactions to process the Member's own transactions for valid business or personal purposes, or both (as applicable) or for payments to Third Parties authorized by the Member to Servus Credit Union.
- 6. Foreign Currencies:** If a Card is used in connection with a transaction in foreign currency, the Member acknowledges that the rate of conversion into Canadian currency will be fixed according to the rules of the electronic network through which the transaction is conducted.
- 7. Accuracy of Information on the Website:** The Member acknowledges that information provided by Servus Credit Union or other sources on the Website is believed to be accurate and reliable when placed on the Website. Although Servus Credit Union conducts regular audits of this information, Servus Credit Union cannot guarantee the accuracy or completeness of that information at all times. The Member acknowledges that the information on the Website is not intended to provide financial, legal, accounting or tax advice and cannot be relied upon in that regard.

## F. Night Depository Service

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- 1.** Deposits of currency and cheques or other negotiable Instruments shall be placed in properly sealed Disposable Bags authorized by Servus Credit Union together with deposit slips prepared by the Member, in the form approved from time to time by Servus Credit Union. The Disposable Bag shall be placed in designated night depository slots at a branch of Servus Credit Union.
- 2.** The Member agrees to be responsible to ensure that the Disposable Bag falls into the chute clear of the slot and agrees to remove the deposit key (if used) immediately after the Member has placed the Disposable Bag in the slot.
- 3.** A supply of Disposable Bags and a deposit key can be obtained from a Servus Credit Union branch at any time for the fee established by Servus Credit Union from time to time.
- 4.** The Member acknowledges responsibility for securing and sealing the Disposable Bag and any loss which occurs as a result of Member's failure to secure or seal the Disposable Bag is the Member's responsibility.
- 5.** The Member acknowledges that up until the point when the authorized officers of Servus Credit Union or the designated Third Party service providers, as applicable, remove the Disposable Bag from the night depository, the Disposable Bag and contents shall be at the Member's sole risk without liability on the part of Servus Credit Union for safekeeping or otherwise and no deposit to any Account designated on the deposit slip shall be credited to that Account or deemed to have been made until presentment for deposit is made in accordance with this Agreement. The Member hereby authorizes any two employees of Servus Credit Union or the designated Third Party service providers, as the Member's agents, to remove and open the Disposable Bag, list the contents of the Disposable Bag and present the deposit together with the deposit slip for credit to the Account designated on the deposit slip. The Member agrees that only after such presentment shall the Account be credited with a deposit.
- 6.** The records of Servus Credit Union with respect to the contents of the Disposable Bag shall be conclusive and binding upon the Member. In the event that the records of Servus Credit Union differ from the record on the deposit slip, the records of Servus Credit Union shall be binding.

7. The Member acknowledges that Servus Credit Union may add, delete, change, vary, interrupt or discontinue night depository Service without liability for any loss the Member may suffer as a result.

## G. Overdraft Protection

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If the Member is enrolled in Overdraft Protection, then the provisions of this Section G will apply.

1. The maximum amount by which the Member may overdraw the Account will initially be set by Servus Credit Union (the "Overdraft Limit") and may be increased with the Member's approval or the approval of any other person liable for the Account as described in Section C.12. Servus Credit Union may decrease the Overdraft Limit at any time and for any reason.
2. Servus Credit Union may debit the Account in the amount of any cheque or withdrawal, or other item drawn on the Account, and interest, as provided in this Section G. Servus Credit Union may refuse to pay any cheque, withdrawal or any other item drawn on the Account if the outstanding debit balance of the Account exceeds, or would after payment of such cheque, withdrawal or other item, exceed the Overdraft Limit on the date such cheque, withdrawal or other item is presented to Servus Credit Union for payment.
3. The Member will pay on demand all amounts which overdraw the Account and will pay interest, both before and after demand, on all amounts which overdraw the Account calculated from the date each amount is debited to the Account until the date of payment at a rate and on terms that Servus Credit Union may from time to time establish. The rate and terms may be obtained at any branch of Servus Credit Union and the current rate, along with the Overdraft Limit, will be shown on the Member's monthly statement. Interest shall be calculated daily but is payable monthly both before and after demand, default and judgment. Overdue interest shall be compounded monthly.
4. In addition to interest payable under Section G.3, the Member agrees to pay to Servus Credit Union any costs of administration that relate to transactions that overdraw or increase the amount overdrawn on the Account (the "Transaction Fee") as well as those costs that relate to maintaining the Overdraft Limit (the "Standby Fee"). The Transaction Fees and Standby Fees may change from time to time and the current Transaction Fee and Standby Fee may be ascertained from Servus Credit Union. The Transaction Fees and

Standby Fees may be debited to the Account and any such fees charged will be reflected on the Statement of Account pertaining to the Account.

5. The Member hereby pledges to Servus Credit Union all deposits and Shares which the Member now or may have in Servus Credit Union, the proceeds of which may, upon default of the Member's obligations with respect to overdraft, be applied by Servus Credit Union to any overdraft amounts due and owing. This pledge is in addition to any other rights of or security held by Servus Credit Union in regard to the Member's overdraft obligations.
6. Either the Member or Servus Credit Union may end the Overdraft Protection at any time by providing notice to the other in accordance with J.17., but ending Overdraft Protection will have no impact on the Member's obligation to repay the overdraft amount owing. In addition, if (a) the Member fails to make any payment in accordance with this Agreement or otherwise breaches this Agreement, (b) the Member dies, (c) the Member becomes subject to or takes advantage of any law relating to bankruptcy or insolvency or for the relief of debtors, or (d) upon attachment, execution or levy against the Member or the Member's property, then Servus Credit Union may immediately and without notice to the Member cease to pay any cheques which overdraw the Account or increase an overdraft in the Account and at the option of Servus Credit Union, any outstanding debit balance in the Account shall, without limiting any other rights of Servus Credit Union, become immediately due and payable without notice or demand.

## H. Protection of Personal Information

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1. **Privacy Policy:** As defined in the Servus Credit Union Privacy Policy, the Member has the right to:
  - a. Know the information Servus Credit Union has collected about the Member;
  - b. Review this information and provide corrections for accuracy; and
  - c. Be informed about how Servus Credit Union has or intends to use or disclose this information.

The Servus Credit Union Privacy Policy is available from any branch of Servus Credit Union and is available on the Website. For up-to-date information on Servus Credit Union's protection of personal information, contact information and notifications please visit the Website at [servus.ca](http://servus.ca).

**2. Collection of Information:** The Member acknowledges and agrees that Servus Credit Union may collect personal information about the Member, from Third Party arrangements that the Member has made with or through Servus Credit Union, credit reporting agencies, other financial institutions, from references the Member may have provided to Servus Credit Union, and from the Member.

In relation to an application for credit, or loan obtained from Servus Credit Union, the Member consents to Servus (including any Third Party acting on its behalf) collecting the Member's personal information, including motor vehicle registration information, from, any provincial or federal government, governmental agency or corporation; any prior, current or future employers; any financial institution or entity that the Member has a deposit or investment account with, or that has granted the Member credit.

**3. Use of Information:** Servus Credit Union may use the Member's personal information in the following ways:

- a. a. To evaluate Member's financial situation and qualification for credit;
- b. To confirm the ownership and description of any collateral assets the Member provides as security for a loan, register a security interest in those assets, and locate the Member for any purpose relating to a loan, including collection of amount owed and seizure of secured assets;
- c. To provide this information to credit reporting agencies, assignees of any Loan Agreement pursuant to Section J.14. of this Agreement, and other financial institutions for such purposes as Servus Credit Union deems appropriate, acting reasonably;
- d. To provide this information to other parties but only with the Member's consent;
- e. For any purpose related to the operation of the Member's Account, the provision of Services and the development of new products and services for the Member including providing it to Third Party suppliers of products and services including, but not limited to, data service providers, cheque printers and card manufacturers;
- f. To provide this information to any personnel working for or with Servus Credit Union, but only as needed for the operation of the Member's Account or the provision of Services;

- g. To use the Member's Social Insurance Number as required by law and as an aid to identify the Member with credit reporting agencies and other financial institutions for credit history matching purposes; and
- h. To enforce this Agreement or prosecute or defend any action under or related to this Agreement.

**4. Optional Use or Disclosure of Personal Information:**

Servus Credit Union may use or disclose my personal information for the following:

- a. Marketing purposes, including:
  - i. Sending product and service information. This includes information, recommendations, offers and promotions related to the products and services that Servus Credit Union, its subsidiaries, and trusted Third Party service providers.
  - ii. Requesting feedback or providing general information. This includes requests for feedback through surveys and focus groups as well as periodic newsletters and articles about financial fitness, and activities and events that Servus Credit Union is involved in.
  - iii. Determining the Member's eligibility to participate in contests, surveys or promotions.
- b. to provide the Member's personal information to its Affiliates and trusted Third Party service providers to enable them to offer their products and/or services to the Member.

Servus Credit Union may contact the Member by telephone, fax, text messaging, or other electronic means including automatic dialling-announcing device, at the numbers Member has provided, or by ATM, internet, mail, email and other methods.

Notwithstanding clauses Sections H.4.a and H.4.b of this Agreement, Servus Credit Union will not, without express consent from the Member, communicate any of Member's personal information to any other party except as set forth in this Agreement, or as is necessary in the performance of an obligation of Servus Credit Union to Member arising out of a transaction.

If the Member wishes to opt-out or withdraw consent at any time for any for any of the optional uses or disclosures of information described in this Agreement, the Member may so instruct by contacting Servus Credit Union to provide that notification. Should the Member choose to opt out of the optional information sharing, the Member will continue to receive Services the same as any other member.

- 5. Retention of Information:** Once the Member is no longer a member of Servus Credit Union, Servus Credit Union may keep the Member's information in its records so long as it is needed for the purposes described above.
- 6. Disclosure Where Required By Law:** Servus Credit Union may, when required by law or permitted by law to protect itself, or to detect and prevent criminal activity, use and disclose personal information about the Member or the Member's Account to police or other lawful authorities.
- 7. Contact Centre:** Servus Credit Union may record telephone calls made to the Servus Credit Union contact centre for the purpose of documenting transactions and for quality assurance purposes.
- 8. Accuracy of Personal Information:** Servus Credit Union makes reasonable efforts to keep the Member's personal information as accurate, complete and up-to-date as is necessary to fulfill the purposes for which the information is to be used. However, Servus Credit Union relies on the Member to ensure accuracy of the Member's personal information and it is the Member's responsibility to promptly provide notification of changes to personal information.

## I. Business Accounts

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In the event of a conflict between the terms and conditions in this section and the terms and conditions in the remaining sections of this Agreement, the terms and conditions in this section shall prevail.

- 1. Designated Signing Authorities:** The Member agrees to advise Servus Credit Union in writing of any additions or deletions to the designated Signing Authorities.
- 2. Changes to Business:** The Member shall advise Servus Credit Union in writing of any material changes to the ownership or structure of its business. The Member shall advise Servus Credit Union in writing of any changes to the trade names or divisions through which the business operates.
- 3. Deposit Agreement:** Monies in any Account (other than Trust Accounts) may, without prior notice, be applied by Servus Credit Union against any present or future liability or Indebtedness of the Member to Servus Credit Union, whether alone or jointly with others.
- 4. Verification of Account Transactions:** Unless other arrangements are made, including E-Statements, the Member authorizes Servus Credit Union to mail,

at the Member's risk, Statements of Account maintained by the Member, together with the relevant Instruments, in such form as approved by Payments Canada.

The Member is responsible for examining the Statements of Account and related Instruments to ensure that the Statements of Account are true and correct and that the Instruments are genuine and properly chargeable to the Account to which they relate. Unless otherwise notified in writing within 30 days of the date of mailing, the Statements of Account and Instruments shall be final and conclusively settled between the Member and Servus Credit Union and Servus Credit Union shall be released from any liability for errors or omissions in same.

- 5. Trust Accounts:** Notwithstanding anything to the contrary contained in this Agreement, any Account operated by Servus Credit Union for the Member which is designated as a trust account shall be subject to but not debited with any costs, charges and expenses incurred by Servus Credit Union in connection therewith nor may any monies in the trust Account be used for the purpose of making payment of any liability or Indebtedness incurred by the Member under any other agreement with Servus Credit Union or in regard to operation of any other Account operated by Servus Credit Union for the Member; provided however Servus Credit Union is authorized to debit any other Account of the Member which is not designated as a trust Account with any such costs, charges and expenses incurred by Servus Credit Union.

## J. General

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- 1. Cancellation:** Servus Credit Union may close any Accounts at any time by issuing the Member a draft for the balance of the Accounts after first deducting any outstanding Indebtedness to Servus Credit Union. Servus Credit Union may cancel the Member's Card(s) and access to any or all of the Services or any Account at any time without prior notice to the Member. The Member agrees to return any Card(s) to Servus Credit Union upon request or upon cancellation.
- 2. Unauthorized Use:** If the Member becomes aware of any unauthorized use of any of the Member's Accounts or Services or if any Statements of Account or records of the Member show transactions that the Member did not authorize, the Member will advise Servus Credit Union immediately. The Member will

at all times have in place procedures to prevent and detect losses due to forged or unauthorized signatures, and fraud or theft involving the Member's Accounts or instructions.

**3. Legal Advice:** Once the Member authorizes Servus Credit Union to open an Account, provide the Member with a Card or Cards or provide any other Service, the Member confirms that the Member has reviewed this Agreement and confirms that the Member has had every opportunity to obtain legal advice in respect of the terms of this Agreement.

**4. Power of Attorney:** If a Member signs a Power of Attorney ("POA") allowing an Attorney to act on the Member's behalf, the Member authorizes Servus Credit Union to take instructions from the Attorney and authorizes the Attorney to access the Member's Accounts, Access Codes and Cards as authorized in the POA document. The Member further authorizes Servus Credit Union to assist the Member's Attorney by providing all Services required by the Member as determined by the Member's Attorney.

**5. Trust:** If the Member opens an Account in which funds are to be held in trust by the Member for another person but for which there is not a formal trust agreement, the Member agrees that: Servus Credit Union will treat such an Account as the Member's Account; will treat any funds deposited in the Account as the Member's funds; will attribute income in the Account to the Member and will release funds in the Account only as instructed by the Member or on provision of the required signature or number of signatures provided on the Signature Card and Account Agreement taken in connection with the Account.

**6. Death:** The Member agrees that on the Member's death the Member's executor, administrator or personal representative appointed under a Member's will, or the surviving Joint Member(s) under a joint Account, shall have authority to obtain information in respect of the Member's Accounts, Cards and other Services provided to the Member. Except in the case of the rights of the surviving Joint Member(s) under a joint Account:

a. The Member understands that the Member's executor, administrator or personal representative shall not have access to remove funds from the Member's Accounts or use the Member's Cards until a grant of probate is issued by a Court.

b. The Member agrees that Servus Credit Union may (but shall not be required to) make payments from the Member's Accounts after the Member's death for funeral expenses, utilities or other such expenses which Servus Credit Union deems appropriate and which are authorized by the Member's executor, administrator or personal representative.

c. In the event that the Member dies without leaving a will, Servus Credit Union may (but shall not be required to) make payments from the Member's Accounts after Member's death for funeral expenses, utilities or other such expenses which Servus Credit Union deems appropriate.

**7. Disclaimer of Servus Credit Union's Liability:** Servus Credit Union does not represent or warrant that the Services, Website or Online Banking or Mobile Banking will be available or will function without interruption or that they will be free of errors or that any errors will be corrected or that the use of the Services, Website or Online Banking or Mobile Banking will be free of viruses, Trojan horses, worms or other destructive or disruptive programs. Except as expressly provided, Servus Credit Union does not provide, and expressly disclaims, all conditions, warranties and representations, whether express, implied or statutory, including but not limited to those of merchantability, fitness for a particular purpose, title or non-infringement with respect to the Services, Accounts, Electronic Transactions and anything else provided or to be provided pursuant to this Agreement. Except where caused by its own negligence or willful misconduct, neither Servus Credit Union nor its agents or Third Party service providers are liable for any delay, loss, theft, costs, damages (direct, indirect, special, consequential, exemplary or punitive), loss of data, or inconvenience whatsoever, caused by or arising from failing to provide any Account or Service, for providing any Account or Service improperly, for any delay in providing any Account or Service or for any failure, error, malfunction or inaccessibility of the Services, Electronic Transactions or the Website. Servus Credit Union shall not be liable for any loss or damage arising from Member's use of automated teller machines, point-of-sale devices, or similar equipment, or from any mechanical or operational failure of any such equipment.

In no event will Servus Credit Union be liable for any loss, cost or damage resulting from:

- a. The Member's actions, or any failure to act, or the actions or failure to act of any other person;
- b. A forged or unauthorized signature or a material alteration on any bills of exchange (including cheques), promissory notes, orders for payment of money, securities, coupons, clearing items or other value items, and other instruments unless the Member proves:
  - i. It was made by a person who was at no time the Member's employee or agent (as applicable); and
  - ii. Its occurrence was beyond the Member's control;
- c. Servus Credit Union's failure to perform or fulfill any obligation due to any cause beyond its control; or
- d. Incomplete, inaccurate or incorrect information supplied by the Member to Servus Credit Union.

**8. Proof of Transactions:** The records of Servus Credit Union whether written, audio, electronic or otherwise shall be conclusive proof of transactions and shall be binding on the Member, and, as applicable, the Member's successors, assigns, heirs, executors, administrators and legal representatives.

The Member will provide evidence of transactions purported to have been made if Servus Credit Union requests them. The Member will comply with audit requests by the auditors of Servus Credit Union, as may be required and requested from time to time.

**9. Use of Third Parties:** Servus Credit Union may use a Third Party to provide any Service or part of a Service, including without limitation, Payments Canada for clearing arrangements or an Internet service provider to provide access to the Website, and the use of such Third Parties shall be included under Servus' exclusion of liability under Section J.7 above.

**10. Conflict:** In the event of a conflict between the terms and conditions of this Agreement and other related agreements in respect of an Account or Services then the terms and conditions of the related agreements will govern.

**11. Intellectual Property:** Servus Credit Union may display certain names, words, titles, phrases, logos, icons, graphics or designs in the pages of its Website, on agreements or in advertisements. Those names, words,

titles, phrases, logos, icons, graphics or designs may constitute trade names, registered or unregistered trademarks, words that are copyrighted materials and are the Intellectual Property of Servus Credit Union, its agents or Third Parties. If Intellectual Property belonging to Third Parties is used in connection with Electronic Transactions, Servus Credit Union is using that Intellectual Property pursuant to a licensing agreement with the Third Party. The display and use of the Intellectual Property by Servus Credit Union does not imply that any license has been granted to any user of any Electronic Transaction other than the license described below.

The Member acknowledges and agrees that the Member has been granted a non-exclusive, revocable License to use Electronic Transactions only for the purpose of performing the Electronic Transactions pursuant to this Agreement (the "License"). The Member's License is personal to the Member only with no right to assign, transfer, sublicense, sell or license any information or material, or display any Intellectual Property contained within or associated with any Electronic Transaction.

Copyright laws of Canada protect information contained within or used in association with Electronic Transactions. Although the Member may be entitled to use information contained therein for the Member's personal use, the Member may not republish or reproduce any information in any manner whatsoever, including electronic reproduction by "uploading" or "downloading" without the prior written consent of Servus Credit Union. No permission is expressed or implied to copy, redistribute, transmit, reproduce or republish any information found in Electronic Transactions or associated with Electronic Transactions in any form whatsoever for any purpose other than the Member's personal use pursuant to the License.

Intellectual Property of Third Parties: Any links to or from the Website to other websites are for convenience only.

The Member acknowledges that Servus Credit Union does not endorse any Third Party products, services or information which may be expressed or implied by any information, material or content referred to or included on or linked from or to the Website.

The Member acknowledges that Servus Credit Union does not represent or warrant that the use by the Member of the Website or Online/Mobile Banking will not infringe the Intellectual Property or other rights of Third Parties.

**12. Severability:** Any covenant or provision in this Agreement determined to be void or unenforceable in whole or in part shall be deemed not to affect or impair the validity of any other covenant or provision and the covenants and provisions are declared to be separate and distinct.

**13. Survivorship:** This Agreement and any amendments to it will be binding on the Member's heirs, successors, permitted assigns, executors, administrators and personal representatives, as applicable.

**14. Assignment:** The Member acknowledges and agrees that Servus Credit Union may in its sole discretion and without the Member's consent assign any Loan Agreement, in whole or in part, to a Third Party of its choice. As agreed in Section H of this Agreement, the Member agrees and acknowledges that Servus Credit Union may disclose personal information about the Member relating to the Loan Agreement and the Member agrees to the collection and use of the personal Information by the assignees as required for the purposes of administering or otherwise dealing with the Loan Agreement. The Member may not assign this Agreement without Servus Credit Union's consent. Servus Credit Union may, without the consent of Member, assign this Agreement to an Affiliate or to an entity that acquires all or substantially all of the assets of Servus Credit Union by merger, consolidation or sale of assets.

**15. Allocation:** The Member acknowledges and agrees that Servus Credit Union may in its sole discretion allocate payments to any liability and/or Indebtedness the Member owes to Servus Credit Union both before and after default.

The Member acknowledges and agrees that, subject to the rights of any Third Parties, any money Servus Credit Union obtains by enforcing its rights after paying Servus Credit Union's costs will be applied to the liability or Indebtedness, or both, owed to Servus Credit Union in its sole discretion.

**16. Choice of Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada.

The Member agrees that in the event Servus Credit Union commences legal proceedings against the Member, Servus Credit Union may select the jurisdiction in which to commence proceedings.

**17. Communication with Servus Credit Union:** Unless otherwise specified by Servus Credit Union, the Member may communicate instructions to Servus Credit Union in person, by telephone, mail, facsimile transaction or electronically. Due to the inability to securely send emails, the Member agrees that if the Member chooses to send email messages to Servus Credit Union that contain personal, financial or confidential information, the Member does so entirely at the Member's own risk. Servus Credit Union may record telephone conversations to ensure accuracy of instructions received. Servus Credit Union may, in its sole discretion, contact the Member to confirm instructions received before carrying them out. The contact information provided by the Member to Servus Credit Union may be used by it to communicate with the Member regarding the Member's Account or use of the Services.

**18. Facsimile or Electronic Signature:** Any agreement between the Member and Servus Credit Union may be executed in counterparts and by way of facsimile, PDF or other electronic means, each of which when so executed shall be deemed to be an original signature.

**19. Legislative Compliance:** The Member acknowledges that Servus Credit Union is required to comply with all federal and provincial acts and regulations including, but not limited to, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

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