

Business Member Agreement Terms and Conditions



These terms and conditions govern the Member's use of the Account (defined below). DUCA does not offer the Account other than in accordance with these terms and conditions. By requesting and using the Account, the Member acknowledges their acceptance of these terms and conditions.

In consideration of DUCA agreeing to operate the Account, the Member agrees as follows.

1. DEFINITIONS

1.1 INTERPRETATION – Any defined term used in the Account Contract, defined in the singular, is deemed to include the plural and vice versa.

“Access Terminal” means any device used to access any of the Member's Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

“Account” means any of the Member's accounts or subaccounts (if applicable) that the Member may have now or in the future, at DUCA.

“Account Contract” means all documents, including this Business Contract (Application, Consents and Terms and Conditions), any other consent or other form submitted by the Member in connection with this Business Contract and any other agreements between the Member and DUCA that govern the provision of services related to the Account or the operation of the Account.

“ATM” means an automated teller machine.

“Authorized Signatory” means a person identified as an Authorized Signatory in the Member's Authorizing Resolution or Instructions Directing Account Operations, as applicable.

“Authorized User” means a person named as an Authorized User in the Certificate of Authorized Signers with the powers listed in the Member's Authorizing Resolution or Instructions Directing Account Operations, as applicable.

“Authorizing Resolution” means the resolution provided to DUCA by the Member indicating who is approved to act on behalf of the Member and their respective powers.

“Central 1” means Central 1 Credit Union.

“Certified Facsimile Signature” means a Facsimile Signature of the Member, Authorized User, and/or Authorized Signatory, as applicable, provided and certified in a manner acceptable to DUCA.

“Contaminant” means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, 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.

“Debit Card” means a card issued by DUCA that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants.

“DUCA” means the financial institution, named in the Member Agreement, where the Member holds the Account.

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

“Instructions Directing Account Operations” means the instructions provided to DUCA by joint venture participants or the sponsoring members of an unincorporated association indicating who is approved to act on behalf of the joint venture or unincorporated association and their respective powers.

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

“Member” has the meaning set out in the Business Contract Application, being the sole proprietor, corporation, partnership, joint venture participants, unincorporated association, or sponsoring members of an unincorporated association, as applicable. **“Notice Contact Information”** means the contact information, including, without limitation, postal address, email address, fax number, or telephone number, provided by the Member to, and accepted by, DUCA, through which DUCA gives written notice to the Member in accordance with the Account Contract.

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

“Notification Date” means 30 days from an Account statement date (see section 6.3).

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

“PAD” means a Pre-authorized Debit.

“Password” means a personal identification number, a personal access code or personal identification word used to access the Account by any means including to conduct a Transaction.

“Point-of-Sale Transaction” means the use of the Debit Card as may be permitted from time to time by DUCA for:

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

“Pre-authorized Debit” means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with a pre-authorized debit agreement entered into by the Member.

“Remote Instructions” means instructions given by an Authorized Signatory and/or Authorized User to DUCA with respect to the operation of the Account from a remote location using a computer, portable hand-held device, telephone, mobile telephone, fax, via DUCA’s online banking system, email, text message transmission, or other remote communication acceptable to DUCA in order to operate the Account or authorize Transactions and make arrangements with DUCA.

“Third Party” means any person, firm, corporation, association, organization, or entity other than the Member, DUCA or Central 1.

“Trade Name” means the trade name(s), if any, set out in the Business Contract Application.

“Transaction” means any debit or credit transaction processed to or from the Account by any means, including without limitation Point-of-Sale Transactions and transactions originated through an ATM, online, mobile or telephone banking or any other method of Account access that may be made available to the Member from time to time.

2. GENERAL

1.1 USE OF ACCOUNT

- a) The Member may use and access the Account in accordance with these terms and conditions. The Member shall not, and shall ensure that no Authorized Signatory or Authorized User shall:
 - i) use the Account for any illegal, fraudulent, or defamatory purpose, or
 - ii) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the Account, including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Account.
- b) The Member irrevocably authorizes and directs DUCA to debit or credit, as the case may be, the amount of any Transaction to the Account, together with any service charges or fees, authorized using a Password, in person by the Member or an Authorized Signatory and/or Authorized User, or as otherwise contemplated or permitted by these terms and conditions, in accordance with the normal practices of DUCA, which may be amended from time to time without notice.

2.2 OTHER SERVICES

- a) DUCA and Central 1 may, from time to time, make other services available to the Member in connection with the Account. The Member may be provided with separate terms and conditions in respect of any such other services which will govern the use of such other services, and such separate terms and conditions will form part of the Account Contract.
- b) If the Member has requested a Debit Card and DUCA has approved such request, DUCA will issue a Debit Card to the Member. Use of the Debit Card will be subject to the applicable Debit Card terms and conditions.
- c) If the Member has requested online banking and DUCA has approved such request, DUCA will issue an online banking Password to the Member. The use of the online banking service and Password will be subject to the applicable online banking terms and conditions.
- d) All Account services will be offered to the Member in the sole discretion of DUCA, and nothing in this Account Contract will

oblige DUCA to make any particular Account services available to the Member. The issue of a Debit Card or an online banking Password does not amount to a representation or a warranty that any particular type of service is available or will be available at any time in the future.

3.3 THIRD PARTY SERVICES – DUCA and Central 1 may, from time to time, make services provided by Third Parties available in connection with the Account. The Member acknowledges and agrees that:

- a) DUCA and Central 1 make the services of Third Parties available for the convenience of Members. The services are provided by the Third Party and not DUCA or Central 1. The Member's relationship with the Third Party shall be a separate relationship, independent of the relationship between the Member and DUCA and Central 1, and such a relationship is outside the control of DUCA and Central 1;
- b) DUCA and Central 1 make no representation or warranty to the Member with respect to any services provided by a Third Party even if those services may be accessed by the Member through DUCA's website;
- c) the Member assumes all risks associated with accessing or using the services of Third Parties;
- d) DUCA and Central 1 have no responsibility or liability to the Member in respect of services provided by a Third Party;
- e) any dispute that relates to services provided by a Third Party is strictly between the Member and the Third Party, and the Member will raise no defence or claim against DUCA and/or Central 1;
- f) the Member shall not, and shall ensure that no Authorized Signatory or Authorized User shall:
 - i) use any Third Party service made available in connection with the Account for any illegal, fraudulent, or defamatory purpose, or
 - ii) take steps, or cause, or permit anything to be done that could undermine the security or integrity of any Third Party service, including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of such Third Party service; and
- g) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* may apply to the services provided by Third Parties and that the Third Parties may, from time to time, request information from the Member to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.

4.4 LIABILITY – The Member is liable for all Transactions conducted on the Account, whether under the name of the Member, an unincorporated association or joint venture in respect of which the Account was opened, or a Trade Name, if applicable, and whether the Transactions were conducted by the Member or by any other person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. All statements, notices, and other documents addressed to a Trade Name will be deemed to be addressed to the Member.

5.5 JOINT AND SEVERAL LIABILITY

- a) If the Member is a partnership, the partners are jointly and severally liable to DUCA for all Transactions on the Account and for all obligations, debts, and liabilities of the Member under this Account Contract. Each partner acknowledges and agrees that it is bound by all Transactions conducted by any person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. This joint and several liability continues even if the Member is dissolved or if any of the partners withdraws, retires, or dies.
- b) If the Account is opened in respect of a joint venture, all of the joint venture participants that comprise the Member are jointly and severally liable to DUCA for all Transactions conducted on the Account and for all obligations, debts, and liabilities of the joint venture and/or the Member under this Account Contract. Each joint venture participant acknowledges and agrees that it is bound by all Transactions conducted by any person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. This joint and several liability continues even if the joint venture is dissolved or if any of the joint venture participants withdraws from or exits the joint venture.
- c) If the Account is opened for, or on behalf of, an unincorporated association, whether the unincorporated association is, or its sponsoring members are, the Member, as permitted by the laws of the province governing DUCA, the Member and the Authorized Signatories are jointly and severally liable to DUCA for all Transactions conducted on the Account and for all obligations, debts, and liabilities of the unincorporated association and/or the Member under this Account Contract. The Member and each Authorized Signatory acknowledges and agrees that he or she is bound by all Transactions conducted by any person or persons authorized to act on the Account, whether that authority was expressed, implied, or apparent. This joint and several liability continues even if the Member is dissolved or any of the sponsoring members (if applicable) or other Authorized Signatories ceases to be authorized or otherwise withdraws from the unincorporated association, or retires, or dies.

6.6 FORMS – The Member will use only such forms and Instruments as may be authorized by DUCA from time to time.

7.7 SERVICE CHARGES AND FEES

- a) The Member acknowledges receipt of a schedule of DUCA's charges for the Account in effect at the time of acceptance of this Account Contract. By requesting the Account, the Member acknowledges their agreement to pay all applicable fees and service charges incurred in connection with the Account. DUCA can deduct such fees and service charges from the Account (or other accounts of the Member with DUCA) when a service is requested or performed, or as such fees and service charges otherwise become due.
- b) DUCA may from time to time increase or decrease the fees or service charges applicable to the Account and provide notice of such changes by sending a notice to the Member's last known Notice Contact Information, by posting notice at DUCA's premises or on DUCA's website, by personal delivery, or by any other means DUCA, acting reasonably, considers appropriate to bring the change to the attention of the Member. New or amended service charges and fees will become effective on the later of the stated effective date following publication, when an applicable service is requested or performed, or when incurred, and in any event, no earlier than 30 days after publication by DUCA.
- c) Current fees and service charges applicable to the Account may be obtained by contacting DUCA or through DUCA's website. The Member is responsible for determining the then current fees and service charges applicable to the Account in advance of conducting Transactions or requesting services in connection with the Account.

8.8 VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY DUCA – All Transactions are subject to verification and acceptance by DUCA and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, DUCA may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date the Member authorized the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time DUCA, acting reasonably, determines that a credit made to or traced to the Account was made in error or based upon a mistake of fact, or induced through or in any way tainted by fraud or unlawful conduct, DUCA may place a hold on the credit and/or reverse the credit and any applicable interest.

9.9 AUTHORIZED SIGNATORIES AND USERS –

- a) Unless the Member is a sole proprietor, the Member will provide DUCA with
 - i) a certified true copy of the Authorizing Resolution or Instructions Directing Account Operations in respect of the Member;
 - ii) where the Account has been opened in respect of a joint venture, a certified true copy of the Instructions Directing Account Operations; and
 - iii) a replacement certificate, or a replacement certified copy of such Authorizing Resolution or Instructions Directing Account Operations, as applicable, if the Authorized Signatories or the powers of authorized persons change.
- b) Where the Member is a sole proprietor, the Member may provide DUCA with a certified true copy of an Authorizing Resolution if the Member wishes to appoint one or more Authorized Users, and if such Authorizing Resolution is provided, the Member will provide DUCA with a replacement certificate or a replacement certified copy of such Authorizing Resolution if the Authorized Users change.
- c) DUCA will be entitled to rely on the information contained in the last certified Authorizing Resolution or Instructions Directing Account Operations and/or replacement certificate, as applicable, delivered under this section.

10.10 ENDORSEMENT STAMP – The Member may use a stamped impression bearing the Member's name to endorse Instruments the Member delivers to DUCA for deposit or otherwise. Endorsement in such a manner will be as binding on the Member as an endorsement actually signed by the Member or by an Authorized Signatory and/or Authorized User.

11.11 CERTIFIED FACSIMILE SIGNATURES – The Member may, from time to time, provide DUCA with certified copies of the Facsimile Signatures of the Member, Authorized Users, and/or Authorized Signatories, as applicable. DUCA shall be entitled to treat and rely upon each Certified Facsimile Signature on an Instrument that is or appears to be authentic as the original and genuine signature of the Member, Authorized Users, and/or Authorized Signatories.

The Member will maintain appropriate security over all signature stamps, other devices, and computer programs used to apply or generate Facsimile Signatures on Instruments.

12.12 TRUE INFORMATION – The Member agrees, and shall ensure that each Authorized Signatory and/or Authorized User, as applicable, agrees, to provide true, accurate, current, and complete information about the Member, Authorized Signatory, Authorized User and the Account when required by DUCA and/or the Account Contract. Further, the Member agrees, and shall ensure that each Authorized Signatory and/or Authorized User, as applicable, agrees, to notify DUCA of any changes to such information within a

reasonable period of time.

13.13 NO OBLIGATION – Nothing in the Account Contract will oblige DUCA to:

- a) honour any Instrument drawn by the Member on DUCA,
- b) accept any monies for investment in shares or for deposit,
- c) redeem shares,
- d) transfer money, or
- e) lend money to the Member.

14.14 Any dispute related to goods or services supplied in a Point-of-Sale Transaction is strictly between the Member and the Merchant, and the Member will raise no defence or claim against DUCA.

15.15 CREDIT BUREAU – We may have obtained a credit report on you in connection with Member Account application from Equifax Canada Inc. or TransUnion of Canada Inc., these inquiries would be a soft or hard inquiry based upon the type of account opening and we may obtain further reports about you during the length of this agreement. This report may contain information about you such as information establishing your identity (e.g. name, date of birth, and contact information), information related to your transactions with other institutions, and information about your financial and credit history. We use this information for the purposes of preventing fraud, ensuring your suitability and eligibility for certain products including pre-approved products and for other reasons as described in section 1.7 below or in our Privacy Statement. You acknowledge and agree that we may obtain, from time to time during the term of our relationship with you, a credit report on you containing information establishing your identity (e.g. name, date of birth, and contact information), information related to your transactions with other institutions, and information about your financial and credit history from any credit reporting agency, in connection with your opening or holding an Account and on an annual or more frequent basis as we deem necessary, in order to satisfy ourselves that you would be able to pay for overdrafts or other credit amounts owed to DUCA.

If you wish to review your credit bureau file, contact Equifax Canada, Consumer Relations Department, PO Box 190, Station Jean Talon, Montreal, Quebec H1S 2Z2, or call 1 800 465 7166 and/or TransUnion of Canada Inc., Consumer Relations Centre, PO Box 338 LCD1, Hamilton, Ontario L8L 7W2 or call 1 877 713 3393 (Quebec) or 1 800 663 9980 (all other provinces).

16.16 INACTIVE ACCOUNTS – Your Account will be designated as inactive if you have not initiated activity for at least two consecutive calendar years. DUCA may notify you after the first two-year, five-year and nine-year period of inactivity. If you do not initiate a transaction or communicate with DUCA, an inactive fee will be charged to your Account each year the Account remains inactive. If there are insufficient funds in your Account to cover the service charges, you authorize DUCA to close your Account without notice to you. If your Account remains inactive and the balance is still unclaimed after the nine-year inactive notice is sent, we will close your Account. Interest, if applicable to your Account, will be paid until the Account is closed. After 10 years of inactivity, your Account balance becomes unclaimed under federal law and will be transferred to the Ontario Ministry of Finance. To claim Account balances transferred to the Ontario Ministry of Finance, you must file a claim with the Ministry of Finance.

3. MEMBER INSTRUCTIONS

1.1 INSTRUMENTS – Notwithstanding section 2.8, Verification and Acceptance of Transactions by DUCA, the Member acknowledges and agrees that DUCA will not be obliged to examine or assure itself of the regularity or validity of any endorsement or signature appearing on any Instrument. The Member releases DUCA from all claims by the Member or others concerning the regularity or validity of any endorsement or signature.

If the Member is not a sole proprietorship, the Member further acknowledges and agrees that if more than one endorsement or signature is required on an Instrument, that such an arrangement is solely between the Member and the Authorized Signatories and/or Authorized Users, whether DUCA has notice of such an arrangement, including in the form described in section 2.9 Authorized Signatories and Users, or not.

The Member authorizes DUCA, without enquiry, to honour and pay Instruments drawn on the Account, regardless of whether such Instruments are:

- a) drawn to the order of the Member or one of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Member,
- b) payable to cash or bearer,
- c) payable to the order and negotiated by or on behalf of the Member,

- d) cashed or tendered to pay the obligations of the Member or one or more of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Member, or
- e) deposited to the credit of the Member or one of the Authorized Signatories and/or Authorized Users who signed them on behalf of the Member,

and regardless of whether such Instruments are deposited in person at DUCA, by ATM, by mail, by night deposit service or by any other method of deposit that may be made available by DUCA.

2.2 STOP PAYMENT – Any instruction to stop payment of an Instrument drawn on the Account must be in writing and signed by one or more Authorized Signatories and/or Authorized Users, in accordance with the signing authority on the Account. On receiving a stop payment instruction of an Instrument drawn on the Account, DUCA will:

- a) use reasonable diligence to comply with the stop payment, but
- b) not be liable to the Member or any other person by reason of complying with, or failing to comply with, the stop payment, whether DUCA is negligent, wilfully negligent, or otherwise.

3.3 REMOTE INSTRUCTIONS – The Member may provide Remote Instructions to any branch of DUCA as permitted by DUCA, through online banking or through DUCA's telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

DUCA may, but will not be obliged to, act on Remote Instructions received in the name of the Member along with any requisite Password, if any, to the same extent as if the Remote Instructions were written instructions delivered to DUCA by mail and signed by an Authorized Signatory and/or Authorized User. Any such Remote Instructions are deemed genuine.

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

Remote Instructions are deemed received by DUCA only when actually received and brought to the attention of an authorized officer of DUCA capable of acting upon and implementing the Remote Instruction.

Remote Instructions can be transmitted to DUCA at the telephone or fax number or email address provided by DUCA, or at such other telephone or fax number or email address as DUCA may advise the Member by notice in writing, or through online banking. Any Authorized Signatories and/or Authorized Users permitted to provide Remote Instructions may act alone and provide Remote Instructions to DUCA on behalf of the Member, even if the certified resolution provided in accordance with section 2.9 Authorized Signatories and Users specifies that two or more Authorized Signatories and/or Authorized Users are otherwise required to operate the Account. DUCA, acting reasonably, is entitled to assume that any person identifying himself or herself as an Authorized Signatory or Authorized User is in fact an Authorized Signatory or Authorized User, and can rely upon such, and DUCA may act on the Remote Instructions provided by any such person. All Remote Instructions given to DUCA in the name of the Member will bind the Member.

A copy of any fax or email message or other Remote Instructions or DUCA's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed by an Authorized Signatory and/or Authorized User. The Member will not object to the admission of DUCA's or Central 1'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, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

4.4 ACCESS TERMINAL TRANSACTIONS – The Member acknowledges and agrees that:

- a) using a Password to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the Member in person or as otherwise contemplated or permitted by the Account Contract;
- b) the Member will be bound by each such Transaction; and
- c) once a Password has been used to authorize a Transaction, the Transaction may not be revoked and no stop payment on the Transaction may be requested.

5.5 FOREIGN CURRENCY TRANSACTIONS – If the Member provides instructions to DUCA on an Account that is denominated in a currency other than the currency of the Account, a conversion of currency may be required. In all such Transactions and at any time a conversion of currency is made, DUCA may act as principal with the Member in converting the currency at rates established or determined by DUCA, affiliated parties, or parties with whom DUCA contracts. DUCA, its affiliates, and contractors may earn revenue and commissions, in addition to applicable service charges, based on the difference between the applicable bid and ask rates for the currency and the rate at which the rate is offset in the market.

6.6 BILL PAYMENTS – The Member acknowledges and agrees that:

- a) bill payments made through an Access Terminal or at a branch of DUCA are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is initiated and the internal accounting processes of the bill payment recipient;
- b) it is the responsibility of the Member to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;
- c) DUCA and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment, or a delay in the processing of bill payments;
- d) if the Member has made or received a bill payment in error, DUCA may, but is not obliged to, assist the Member by initiating or processing a Bill Payment Error Correction Debit, as defined under the Payments Canada Rules (as may be amended from time to time), and if so initiated, the Member agrees to indemnify DUCA for any direct loss, costs or damages incurred, and will pay to DUCA any reasonable service charges or fees related to the provision of the service; and
- e) if DUCA, absent gross negligence or wilful misconduct, initiates or processes a Bill Payment Error Correction Debit affecting the accounts or affairs of the Member, DUCA shall be held harmless for any and all loss, costs or damages suffered or incurred by the Member, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

7.7 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, DUCA 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.

8.8I INTEREST RATES Notice of changes in interest rate and the way they are calculated will be displayed on our Website. Should you close an Account, or transfer your funds to another financial institution, interest will accrue to the date at which your Account is closed, or the funds transferred.

4. CREDITS TO THE ACCOUNT

1.1 DEPOSITS – DUCA may, in its sole discretion:

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

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

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

The Member will not deposit any coins, non-negotiable items, or anything not acceptable for deposit to the Account into any ATM.

Any credit to the Account for any non-cash Instrument is provisional and subject to a hold or reversal unless DUCA has received actual irrevocable payment, free of any Third Party claims.

DUCA will be responsible only for the monies actually irrevocably received by DUCA from such banks or agents and free of any Third Party claims.

2.2 Withdrawals

- a) We may debit your Account for the amount of any payment order communicated to DUCA by any means unless we have reason to believe that the payment order is not proper or unless you have countermanded that order by any verifiable means. We are not obliged to certify any payment order made by you.
- b) If we do not honour a payment order because we do not believe it to be proper, you agree that we will not be responsible for any damage resulting to you.
- c) You agree that you will be responsible for the accuracy and validity of any pre-authorized debits ("PADs") from your Accounts unless you make a claim in writing to DUCA for reimbursement of the PAD in compliance with the published rules and standards of the Canadian Payments, as amended from time to time, and within the following time periods, as applicable:
- d) where the purpose of the PAD was for payment of consumer goods and services, the time for making such a claim is 90 calendar days from the date of debiting, and

- e) where the purpose of the PAD was for payment of goods and services related to your commercial activities, the time for making such a claim is 10 Business Days from the date of debiting.
- f) You may draw cheques on any Chequing Account type unless otherwise indicated by DUCA. Your cheques are encoded with your Account number and may be used for a specific Account only.
- g) You acknowledge that we, and other financial institutions, may reject any cheque or other Instrument that does not comply in all respects with all applicable laws, regulations, rules, and standards set by DUCA and/or the Canadian Payments.
- h) If a cheque or debit has not already been paid or processed through the Account, you may ask DUCA to stop such payment. You must give exact details of the amount of the item, cheque number, if applicable, date of item, payee, and the full account number on which it is drawn in order for the item to be stopped. The issuance and processing of a stop payment instruction may not affect the legal obligation to the payee or any other person. The payee must be contacted directly to cancel any contract with the payee as required. We will process all stop payment instructions on a best effort basis, but we do not guarantee a cheque or debit will be stopped even if a stop payment instruction has been processed. We are not responsible for any losses arising as a result of a stop payment instruction.

3.3 MEMBER ACKNOWLEDGEMENT – The Member acknowledges that:

- a) notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by DUCA and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified; accordingly, and
- b) notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by DUCA. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.

4.4 HOLD ON ACCOUNTS OR TRANSACTIONS – DUCA may place a hold on:

- a) the proceeds of an Instrument presented by the Member until DUCA accepts payment of, or remittance for, such Instrument; and.
- b) the Account generally if
 - i) DUCA becomes aware of suspicious or possible fraudulent or unauthorized Account activity that may cause a loss to the Member, DUCA, Central 1, or an identifiable Third Party;
 - ii) an issue arises as to who the proper signing authorities are on the Account; or
 - iii) a claim is made by a Third Party to the funds in the Account which, in DUCA's sole discretion, is potentially legitimate.

The Member authorizes DUCA to make such inquiries and do such things, at the Member's expense, as DUCA deems necessary to resolve any of the issues noted above, including applying, at the Member's expense, to a court of competent jurisdiction (a "Court") to pay funds into Court and/or seek directions from a Court.

5.5 Release of a hold by DUCA is not a confirmation that a Transaction, instruction, or Instrument is in fact good and may not be relied upon as such by the Member. If, to the satisfaction of DUCA, any improper use is established, DUCA can withdraw or suspend operation of the Account without notice.

6.6 RETURNED ITEMS

- a) The Member:
 - i) will be liable, without presentation, protest, or notice of dishonour to any parties, for the nonacceptance or nonpayment of any Instrument the Member delivered to the Financial Institution for deposit, discount, collection, or otherwise, and
 - ii) will be liable to DUCA as if proper notice of dishonour, protest, and presentment had been made or given;

and DUCA may:

- iii) charge such items, when dishonoured, to the Account in accordance with this section; and
- iv) note or protest any item should DUCA consider it advisable to do so, but DUCA will not be liable for failure to note or protest any such item.

- b) DUCA is authorized to debit the Account with the amount of any Instrument that:
 - i) is not paid on presentation,
 - ii) DUCA has paid and is then called upon to refund,
 - iii) may be dishonoured by nonacceptance or nonpayment,
 - iv) is drawn on the account of a party that is bankrupt or insolvent, the proceeds of which, through no fault of DUCA, have been lost, stolen, or destroyed,
 - v) the proceeds of which, for any reason, DUCA is unable to collect or withdraw, has been cashed, negotiated, or credited to the Account but that has not been found good, or is found to be forged, fraudulent, counterfeit, or unauthorized, regardless of whether or not the Instrument has cleared.

7.7 OVERDRAFTS – If the Account becomes overdrawn because:

- a) DUCA honours an Instrument drawn by the Member on an Account and insufficient funds stand to the credit of that Account to pay the Instrument in full; or
- b) an Instrument delivered by the Member to DUCA for deposit is returned to DUCA dishonoured, and insufficient funds stand to the credit of the Account to permit DUCA to debit the full amount of the dishonoured Instrument; or
- c) DUCA charges a fee, service charge, or other debit that DUCA is authorized to charge to the Account, and if the funds standing to the credit of the Account are less than the amount charged to the Account;

then the Member must immediately repay the amount overdrawn plus interest at DUCA's Overdraft Rate in effect from time to time by depositing sufficient funds into the overdrawn Account. If the Member does not immediately repay such amounts DUCA may, in order to recover the overdrawn amount plus interest, and without notice to the Member: (i) redeem or transfer Financial Institution shares owned by the Member in order to credit the overdrawn Account, or (ii) withdraw monies on deposit from another Account in the Member's name and transfer them to the overdrawn Account.

If the Member has applied and been approved for Overdraft Protection on the Account, this section is subject to the separate Overdraft Protection Terms and Conditions that are provided to the Member.

The foregoing provisions do not give the Member any right to overdraw the Account or to authorize or permit anything, including a PAD or a Transaction authorized through a Debit Card, that would result in a negative balance in the Account.

5. ACCOUNT SECURITY AND RISK

1.1 PASSWORD CONFIDENTIALITY

- a) DUCA can assign and/ or require the Member to select and use one or more Passwords in connection with the use of the Account pursuant to these terms and conditions. The Member agrees to ensure that the Authorized Signatories and/or Authorized Users keep all Passwords confidential and will only reveal them to authorized Financial Institution agents or officers when required by DUCA. The Member agrees to ensure that no Authorized Signatory or Authorized User will record any Password in any format or medium. The Member can change any Password at any time. The Member agrees to ensure that the Authorized Signatories and Authorized Users change a Password if and when required by DUCA. The Member acknowledges that a Password must be changed if there is a change in Authorized Signatories and/or Authorized Users on the Account.
- b) The Member acknowledges that the Member is responsible for all use made of a Password and that DUCA is not liable for the Member's failure to comply with any part of the Account Contract. The Member is liable for all authorized and unauthorized use, including all Transactions. The Member is also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, the Member expressly acknowledges and agrees that the Member shall be bound by and liable for any use of a Password by any Authorized Signatory or Authorized User or any member of an Authorized Signatory or Authorized User's household.
- c) If an Authorized Signatory or Authorized User discloses a Password to a Third Party, and if DUCA becomes aware of such disclosure, DUCA may, in its sole discretion, waive the confidentiality requirements described in this section 5.1, but only if such disclosure was required in connection with the provision of a Third Party service. Notwithstanding any such waiver, the Member acknowledges and agrees that the Member remains responsible for all use of the Password by the Third Party.

2.2 LOST OR STOLEN DEBIT CARD OR COMPROMISED PASSWORD – The Member agrees to notify DUCA immediately:

- a) of any suspected or actual misuse or unauthorized use of a Password; or

- b) if the Member suspects or becomes aware that a Password has been made accessible or become known to anyone other than the Member or an Authorized Signatory or Authorized User; or
- c) if the Member suspects or becomes aware that a Debit Card is lost or stolen.

Verbal notification will only be considered given if the Member speaks directly to an authorized Financial Institution officer or agent, and written notification will only be considered given if DUCA gives the Member written acknowledgement of receipt of such notification.

If the Member notified DUCA promptly and cooperated in any investigation, once DUCA is satisfied that the Member and all Authorized Signatories and Authorized Users complied with the requirements of this section 5 regarding Password confidentiality and is the victim of fraud, theft, or coercion by trickery, force, or intimidation, the Member will be entitled to recover from DUCA any direct losses from the Account in such fraud, theft, or coercion incurred after notice is given to DUCA .

The Member will change the applicable Password if any of the notification requirements above in paragraphs a), b) or c) arises.

3.3 FRAUD PREVENTION AND DETECTION – The Member agrees to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions.

The Member further agrees to diligently supervise and monitor the conduct and work of all agents and employees having any role in the preparation of the Member’s Instruments, the Member’s reconciliation of the statement of account for the Account, or other banking functions.

The Member acknowledges that DUCA may, from time to time, implement additional security measures, and the Member will comply with all instructions and procedures issued by DUCA in respect of such security measures. The Member is aware of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of DUCA. The Member agrees not to respond to such unsolicited communications and will only initiate communications with DUCA either through DUCA ’s internet banking website or through DUCA ’s published contact information as shown on DUCA ’s website.

The Member acknowledges that the Member bears all risks related to the use of Facsimile Signatures.

4.4 PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND FRAUDULENT ACCOUNT ACTIVITY–

- a) Where the Member knows of facts that give rise or ought to give rise to suspicion that any Transactions, instructions in respect of the Account, or Instruments deposited to the Account are fraudulent, unauthorized, counterfeit, or induced through or in any way tainted by fraud or unlawful conduct, or otherwise likely to be returned to DUCA or found invalid for any reason (“Suspicious Circumstances”), the Member has a duty to:
 - i) make reasonable inquiries of proper parties into such Transactions, instructions, or Instruments, as the case may be, to determine whether they are valid authorized

Transactions, instructions, or Instruments, as the case may be, before negotiating or, alternatively, accessing any funds derived from such Transactions, instructions, or Instruments, and

- ii) disclose such Suspicious Circumstances to DUCA, including the facts upon which the Member’s suspicion is based.
- b) DUCA may, in its sole discretion, investigate any Suspicious Circumstances disclosed by the Member, but DUCA does not owe the Member any obligation to undertake its own investigation of Suspicious Circumstances. DUCA will not unreasonably restrict the Member from the use of the Account during such investigation, as long as it is reasonably evident that the Member or the Authorized Signatories and/or Authorized Users did not cause or contribute to the problem or unauthorized Transaction, has fully cooperated with the investigation, and has complied with the Account Contract, but DUCA reserves the right to place a hold on all or some of the Accounts pending investigation of any Suspicious Circumstances. Any such hold or investigation is imposed or undertaken by DUCA at DUCA ’s sole discretion and for DUCA ’s sole benefit.
- c) DUCA will respond to reports of a problem or unauthorized Transaction within a reasonable period of time and will indicate what reimbursement, if any, will be made for any loss incurred by the Member. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that the Member has complied with these terms and conditions including without limitation this section 5.
- d) If the Member is not satisfied with DUCA ’s response, DUCA will provide the Member, upon request, with a written account of its investigation and the reason for its findings. If the Member is not satisfied, the issue will be referred for mediation to either a Financial Institution system dispute resolution service, or if no such service is available, to an external mediator if agreed between the Member and DUCA. Neither DUCA nor the Member will have the right to start court action until 30 days

have passed since the problem was first raised with DUCA.

- 5.5 ACCESS TERMINAL SECURITY** – If any service in respect of the Account is made available to the Member through the Internet or a telephone service provider, the Member acknowledges that, although DUCA 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 the risk of the Member. The Member acknowledges and shall ensure that any private Access Terminal used by an Authorized Signatory or Authorized User to access the Account is auto-locked by a password to prevent unauthorized use of the Access Terminal, has a current anti-contaminant program, and a firewall, and that it is the Member's responsibility to reduce the risk of contaminants or online attacks and to comply with this provision. The Member further acknowledges that to reduce the risk of unauthorized access to the Account through the Access Terminal, the Authorized Signatories and Authorized Users will sign out of online banking and, where applicable, close the browser when finished using it. The Member further acknowledges that using public or shared computers and Access Terminals, or using Access Terminals in a public place or through an open WiFi or shared Bluetooth portal, to access the Account increases the risk of unauthorized access to the Account, and will take all reasonable precautions to avoid such use or inadvertent disclosure of the Password.
- 6.6 EXCLUSION OF FINANCIAL INSTITUTION RESPONSIBILITY** – DUCA is not responsible for any loss or damage suffered or incurred by the Member except to the extent caused by the gross negligence or intentional or wilful misconduct of DUCA, and in any such case DUCA will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if DUCA has been advised of the possibility of such damages. In no event will DUCA be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by the Member that is caused by:
- a) the actions of, or any failure to act by, the Member, or any Third Party or their agent, including other financial institutions and their agents (and no Third Party will be considered to be acting as an agent for DUCA unless expressly authorized to do so);
 - b) the inaccuracies in, or inadequacies of, any information provided by the Member to DUCA, including, but not limited to, any failed, duplicative, or erroneous transmission of Remote Instructions;
 - c) the failure by DUCA to perform or fulfill any of its obligations to the Member, due to any cause beyond DUCA'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.

Without limiting the generality of the foregoing, DUCA will not be liable for:

- a) 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, including as a result of the default, neglect, or mistakes of any such financial institutions or agents;
- b) any loss, damage, or injury arising from the use of any Access Terminal including any mechanical or operational failure of any such Access Terminal, except that in the event of alteration of the Account balance due to technical problems, card issuer errors, and system malfunctions, the Member will be liable only to the extent of any benefit they have received, and will be entitled to recover from DUCA any direct losses the Member may have suffered; or
- c) any action or failure to act of a Merchant or refusal by a Merchant to honour the Member's Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to authorize the use of the Debit Card for a Point-of-Sale Transaction.

The Member releases DUCA from liability for any such loss, damage, or injury

- 7.7 LIABILITY FOR ERRORS AND OMISSIONS** – If DUCA makes an error or omission in recording or processing any Transaction, DUCA is only liable for the amount of the error or omission if the Member or Authorized Signatories or Authorized Users have not caused or contributed to the error or omission in any way, has complied with the Account Contract, has given written notice to DUCA within the time provided in this Account Contract, and to the extent the liability is not otherwise excluded by the Account Contract.

If the Member has given such notice, DUCA's maximum liability is limited to the amount of the error or omission. In no event will DUCA be liable for any delay, inconvenience, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) whatsoever caused by, or arising from, any such error or omission.

8.8 INDEMNITY

- a) The Member agrees to indemnify and hold DUCA and its service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or

connected to the Member's use of the Account. Members must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand.

- b) Without limiting the generality of the foregoing, the Member will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of:
- i) DUCA treating a Facsimile Signature of an Authorized User and/or Authorized Signatory as an original and genuine signature;
 - ii) any of the Indemnified Parties making the Account available to the Member;
 - iii) any of the Indemnified Parties acting upon, or refusing to act upon the instructions of an Authorized Signatory and/or Authorized User, including Remote Instructions;
 - iv) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by the Member;
 - v) any of the Indemnified Parties acting upon, or refusing to act upon the instructions of any person authorized to give instructions on behalf of the Member;
 - vi) the honouring or dishonouring of any Instrument;
 - vii) any of the Indemnified Parties dealing with Instruments made payable to, or endorsed in favour of, a Trade Name;
 - viii) any Transaction that results in a negative balance in the Account;
 - ix) the consequences of any Transaction authorized by the Member;
 - x) the need to place a hold on the Account or Transactions, including making an application to a Court if necessary;

 - xi) the adequacy or authority of endorsements or signatures required in any arrangement made amongst the persons constituting the Member; or
 - xii) any use of the Account by the Member that:
 - (1) is inconsistent with a restriction imposed on the use of the Account by DUCA pursuant to these terms and conditions, or
 - (2) takes place following the suspension or termination of the Account or certain service privileges by DUCA pursuant to these terms and conditions.

This indemnity will enure to the benefit of the Indemnified Parties and will be binding upon the Member and the Member's heirs, executors, successors, and assigns and shall survive the termination of the Account Contract for any act or omission prior to termination as gives rise to an indemnified claim, even if notice is received after termination.

6. ACCOUNT RECORDS

- 1.1 STATEMENT OF ACCOUNT** – DUCA will provide the Member with a statement of Account activity approximately monthly. Unless the Member requests DUCA to hold the Member's statement for pick up by the Member, or appoints in writing an agent to pick up the statement, or requests no statement for the Account, DUCA will provide the Member with a statement for the Account electronically or by regular mail, as selected by the Member. It is the Member's responsibility to notify DUCA immediately of any change in the Member's address or in statement delivery preferences.
- 2.2 NO STATEMENT ACKNOWLEDGEMENT** – If, at the request of the Member, DUCA agrees to cease providing statements of account for the Account to the Member, the Member acknowledges and agrees that the Member will be responsible to obtain (whether from DUCA or through online banking) and review, in accordance with section 6.3, a statement of account for the Account.
- 3.3 STATEMENT VERIFICATION** – Regardless of whether the Member has chosen to receive paper or electronic statements, or to access statements through online banking, the Member is responsible for reviewing a statement of account for the Account at least once every calendar month. The Member must notify DUCA of any errors, irregularities, omissions, or unauthorized Transactions of any type in a statement of account within 30 days of the statement date (the "**Notification Date**").

Notwithstanding any other provision of the Account Contract, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which the Member has notified DUCA in writing on or before the Notification Date), the Member:

- a) agrees that DUCA's records are conclusive evidence of the Member's dealings with DUCA regarding the Member's Account and are correct, complete, authorized, and binding upon the Member, and DUCA will be released from all responsibility for Account activity preceding the statement of account for the Account; and
- b) may not claim for any purpose that any entry on the statement of account for the Account is incorrect and will have no claim against DUCA for reimbursement relating to any entry, even if the entry is unauthorized or fraudulent or is based upon an Instrument or instruction that is forged, unauthorized, or fraudulent.

Nothing in this section limits in any way the rights of DUCA under the Account Contract to debit the Account at any time in respect of a returned or dishonoured Instrument or other item, or to correct any error or omission.

In the absence of evidence to the contrary, the records of DUCA are conclusive for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between the Member and DUCA in respect of any Transaction.

- 4.4 PAD REIMBURSEMENT** – Despite section 6.3, Statement Verification, if the Member has authorized PADs to be issued against the Account, the Member acknowledges that the Payments Canada Rules provide specific time periods during which claims for reimbursement of PADs may be made. Claims must be made in writing to DUCA within the specified time periods and in compliance with the Payments Canada Rules, as they may be amended from time to time. DUCA will not be responsible for any loss suffered by the Member due to the Member's failure to comply with the Payments Canada Rules.

5.5 RECORDS AND CHEQUE IMAGING

If DUCA implements an imaging program, DUCA will determine, in its sole discretion, whether copies of images of Instruments and other items will be provided for the statement of account for the Account. The Member acknowledges that copies of images of Instruments and other items may be provided before DUCA has determined whether the Instrument or other item will be honoured or accepted and agrees that copies of images of Instruments and other items are made available by DUCA as a service to the Member and that the provision of copies of images of Instruments and other items does not mean that the Transaction has been processed or in any way obligate DUCA to honour or accept the Instrument or other item.

The Member acknowledges that if DUCA adopts an imaging program, the physical Instruments and other items may be destroyed. If DUCA has implemented an imaging program and determines not to include copies of images of Instruments and other items with the statement of account for the Account, DUCA will ensure that copies of images can be made available to the Member upon request for at least 5 years following the date of the statement of account for the Account on which the Instrument or other item appears, subject to payment of the service charges established by DUCA from time to time.

7. OPERATION OF THE ACCOUNT

- 1.1 MODIFICATION OF AGREEMENT** – DUCA may, in its sole discretion, amend the terms and conditions of the Account Contract as they relate to the Member's future use of the Account from time to time, for any reason, without any liability to the Member or any other person. DUCA may provide notice of a change to the Account Contract by sending notice to the Member's last known Notice Contact Information, by posting notice at DUCA's premises, by personal delivery, or by any other means DUCA, acting reasonably, considers appropriate to bring the modification to the attention of the Member. The Member is responsible for regularly reviewing the terms and conditions of the Account Contract. If the Member uses the Account after the effective date of an amendment to the Account Contract, it will mean that the Member agrees to the amendment and adopts and is bound by the newer version of the Account Contract. The Member may not change, supplement, or amend the Account Contract by any means.

2.2 TERMINATION

- a) The Account Contract may be terminated by the Member at any time by providing at least one business day's prior written notice to DUCA.
- b) DUCA may, in its sole discretion, restrict, suspend, or terminate the Member's Account privileges:
 - i) at any time or for any reason on at least one business day's prior written notice to the Member, or
 - ii) immediately without notice if DUCA determines or suspects, in its sole discretion, that: (i) the Member or an Authorized Signatory and/or Authorized User has acted fraudulently or unlawfully or has otherwise not complied with the terms of the Account Contract, (ii) there has been fraudulent or illegal activity on the Account, (iii) such action is required by applicable law.
- c) The Member will immediately return or destroy all Debit Cards issued to it or to the Authorized Signatories and Authorized Users upon:
 - i) ceasing to be a member of DUCA,

- ii) termination of the Account Contract,
 - iii) termination of Debit Card privileges, or
 - iv) otherwise upon request by DUCA.
- d) The Member will be responsible for paying all legal fees and expenses incurred by DUCA in terminating the Account.
- e) The Member's insolvency, bankruptcy, dissolution, or death will constitute an automatic revocation of the privileges associated with the Account.
- f) Any notice of termination shall not release the Member from any obligations incurred under the Account Contract prior to its termination. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in the Account Contract survive indefinitely after the termination of the Account Contract and apply to the extent permitted by law.
- 3.3 NOTICES** – Any notice required or permitted to be given to DUCA in connection with the Account Contract must be in writing and must be addressed and delivered to DUCA at the address or fax number set forth in the Account Contract. Any notice required or permitted to be given to the Member in connection with the Account Contract may be given to the Member by delivering a written notice to the last known Notice Contact Information, or, except as to confidential financial information specific to the Member, by posting notice at DUCA's premises or on DUCA's website, or by any other means DUCA, acting reasonably, considers appropriate to bring the notice to the attention of the Member.
- 4.4 ELECTRONIC EXECUTION** – This Account Contract may be executed electronically at the discretion of DUCA. Use of the Account shall be deemed to be acceptance of the Account Contract as of the date of first use, or in the case of a modification of the Account Contract, acceptance of the modified terms and conditions.
- 5.5 PROCEEDS OF CRIME LEGISLATION** – The Member acknowledges that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Account and that DUCA will, from time to time, request information from the Member to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. The Member agrees and shall ensure that the Authorized Signatories and Authorized Users agree, to abide by and comply with all such requests.
- 6.6 OTHER CLAIMS ON THE ACCOUNT** – If DUCA receives notice of a possible claim against, or interest in, any of the Accounts under any court order, statutory demand, or under applicable family, domestic relations, matrimonial property, or similar legislation, a marriage agreement, or a separation agreement, DUCA may refuse to permit the Member to have any dealings with any of the Accounts, even if funds stand to the credit in any such Account. DUCA will not be liable for any loss or damage resulting from any refusal by DUCA under this section.
- 7.7 APPLICABLE LAW** – This Account Contract is governed by the laws of the jurisdiction of incorporation of DUCA 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.
- 8.8 ENUREMENT** – This Account Contract will take effect and continue for the benefit of and be binding upon each of DUCA and the Member and its successors and assigns.
- 9.9 SEVERABILITY** – This Account Contract will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Account Contract is held to be invalid or unenforceable to any extent, then:
- a) the offending portion of the provision shall be expunged and the remainder of 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; and
 - b) such invalidity or unenforceability will not affect any other provision of this Account Contract.
- 10.10 Account Closure** – We may close or suspend an Account for any reason in our absolute discretion and without notice, including if you do not conduct it in accordance with this Agreement or the law, or if, in our opinion, there is unusual, improper or suspicious activity in the Account. If we close an Account, we will issue a cheque or draft in the amount of any net balance in the Account at the date of closure payable to all Account holders and deliver it at your risk to the last known address for the Account.
- 11.11 Withdrawing Consent** – You may withdraw your consent from receiving promotional emails/materials through emails at any time; to withdraw consent, or exercise your options, please call Member Connect at 1 (866) 900-DUCA (3822) or via email at duca.info@duca.com.

Should you have any concerns regarding the use of your personal information, please write to DUCA: Attention: Chief Privacy Officer, DUCA Financial Services Credit Union Ltd., 5255 Yonge Street, 4th Floor, Toronto, ON, M2N 6P4, Canada or via email at privacy@duca.com.

12.12 NO WAIVER – No waiver by DUCA of any breach of or default under this Account Contract shall be deemed to be a waiver of any preceding or subsequent breach or default. DUCA may, without notice, require strict adherence to the terms and conditions of this Account Contract, despite any prior indulgence granted to or acquiesced in by DUCA.

Privacy Statement

DUCA is committed to protecting the privacy and confidentiality of your personal, business, and financial information and operates in strict accordance with Canada's Personal Information Protection and Electronic Documents Act (PIPEDA). Additionally, DUCA recognizes the privacy rights of Members residing in the European Union under the GDPR even though the Credit Union does not have any operations in Europe.

Our Privacy Statement describes how and why we collect and use Member information, how it may be shared and with whom, how we protect your information, and your rights when it comes to your Personal Information and consent. DUCA will not collect, use or disclose your personal information without your consent, except where required by law, or sell your personal information to third parties.

Canadian Privacy Principles

DUCA abides by the 10 Fair Information Principles outlined in PIPEDA:

Accountability

Each and every one of our employees is responsible for maintaining and protecting the Personal Information to which they have access and for compliance to these principles. DUCA has designated a Privacy Officer who is accountable for overseeing privacy governance.

For any privacy-related inquiries or concerns, please feel free to reach out to the Privacy Officer at privacy@duca.com.

Identifying Purposes

Before or at the time we ask you for personal information, we will identify the purposes for which it will be used or disclosed. We may ask for information about your identity, credit, transactions, your application, financial behavior, or other details particular to the product or service.

We only collect the Personal Information that is necessary for us to serve you as a Member, to administer our business, and to comply with application laws and regulatory requirements. If a new purpose for using or disclosing your Personal Information develops, we will ask you for your consent. We will only use or disclose your Personal Information for the reason(s) it was collected.

For more details on the types of information collected and the purposes for collecting such information, please see the FAQ section below.

Consent

We require your knowledge and consent for the collection, use or disclosure of Personal Information, except where permitted or required by law. We will not, as a condition of the supply of a product or service, require an individual to consent to the collection, use, or disclosure of information beyond that required to fulfil the explicitly specified, and legitimate purposes.

For more information on the methods of obtaining consent and how you may refuse/withdraw consent, please see the FAQ below.

Limiting Collection

We will only collect personal information that is necessary to carry out the purposes identified within in this Privacy Statement or any other purpose that may arise, provided that your consent has been obtained or it is required by law.

Limiting Use, Disclosure, and Retention

We will not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the Member or as required by law. Personal information will be retained only as long as necessary for the fulfilment of those purposes. DUCA has procedures governing the secure destruction of personal information that is no longer required.

Accuracy

We will take reasonable measures to ensure that personal information is as accurate, complete, and up to date as is necessary for the purposes for which it is used. If there are any changes to your personal information that DUCA should be made aware of (e.g. changes to address and contact information), it is your obligation to notify DUCA as we does not routinely update personal information unless necessary for the specified purposes.

Safeguards

DUCA will protect personal information with security safeguards that are appropriate to the sensitivity of the information, guarding against loss, theft and unauthorized access, disclosure, copying, use, or modification.

For more information on specific security measures, please see the FAQ below.

Openness

This Privacy Statement which outlines DUCA's management of personal information will always be made readily available to Members and the public either through the DUCA website or in physical branch locations.

Individual Access

Upon request, you will be given access to information relating to the existence, use, and disclosure of your personal information except where this is not possible, such as situations where the information is: prohibitively costly to provide, contains references to other individuals, cannot be disclosed for legal, security, or commercial proprietary reasons, or is subject to solicitor-client or litigation privilege.

You can challenge the accuracy and completeness of the information and it will be amended as appropriate.

Challenging Compliance

If you would like to challenge DUCA's compliance with PIPEDA and any of the 10 fair information principles, you are able to do so by contacting DUCA's Privacy Officer at privacy@duca.com.

For more information on inquiries, complaints, and challenging compliance, please see the FAQ below.

FAQ

Who does this Privacy Statement apply to?

This Privacy Statement applies to any person who requests, subscribes, or offers to provide a guarantee for any of our products or services. This includes individuals carrying on business alone or in partnership with other individuals and signing officers of our business customers. It is intended to help you better understand the following:

- Why we collect Member information,
- What information we collect from Members,
- Who we disclose Member information to,
- How we protect Member information,
- Accessing, updating, and removing your Personal Information, and
- Providing or withdrawing your consent to our collection and the use or disclosure of your Personal Information in accordance with this Privacy Policy.

What types of Personal Information does DUCA collect?

Personal Information that we may collect from you includes:

- a. **Information you provide.** When you enquire about or use our products and services, we may need you to provide us with Personal Information including:
 - i. **Identification information.** At the beginning of and during the course of our relationship, we will collect your name, address, phone number, email address, date of birth, citizenship, and employment information such as occupation and employer.
 - ii. **Social Insurance Number.** If you request products or services that may generate interest or other investment income, we will ask for your Social Insurance Number for revenue reporting purposes in order to comply with the Income Tax Act (Canada). We may also ask for your Social Insurance Number to aid in identifying you. In such cases the provision of your Social Insurance Number to us is optional. If you would prefer not to provide your Social Insurance Number for identity verification purposes, please visit a branch for account opening rather than using the online account opening application, which uses the Social Insurance Number to identify you. Note that use of your Social Insurance Number is the best way to verify that information received from credit bureaus pertains to you. The wrong information could lead us to draw incorrect conclusions about you.
 - iii. **Credit information.** If you apply for a credit card, line of credit, loan, mortgage, or other credit facility, or a deposit account with overdraft protection, hold, and/or withdrawal or transaction limits, we will obtain information and reports about you from credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis, to review and verify your creditworthiness and/or to establish credit and hold limits.
 - iv. **Financial information.** We may ask you to provide us with financial information about yourself in order to ensure the advice we give is appropriate for you and/or the investments you purchase are suitable for your circumstances.
 - v. **Health information.** If you apply for, request pre-screening for, or make a claim under an insurance product that we insure, reinsure, administer, or sell, we may, if necessary, collect, use, disclose, and retain health-related Personal Information about you. We may collect this information from you or any health care professional, medical-related facility, insurance company, or other person who has knowledge of your Information. We may also obtain a personal investigation report. We may use this information to ensure that you are eligible for insurance coverage, to administer your insurance, to investigate and adjudicate your claims, and to help manage and assess our risks.
 - vi. **Marketing information.** We may contact you to better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you; to determine your eligibility to participate in contests, surveys, and promotions; to conduct research and surveys to assess your satisfaction with us as a Member; and to develop products and services to meet your needs.
 - vii. **Your relationship with us.** We will collect information arising from your relationship with and through us and your use of our products and services. For example, we will maintain a record of your account balance(s), transaction history, and payment history. As well, when you send us an e-mail, speak with one of our telephone service representatives, communicate with us in person or through any other means, we may monitor, record, and retain those communications for our mutual protection and in order to process your inquiries, respond to your requests, and improve our services.
- b. **Information collected via cookies.** When you visit our website, we may use a cookie to track information about your browser's activities and to provide you with better services and features on our website. The types of cookies that we may use are "session cookies" and "persistent cookies".
 - i. **Session cookies.** Session cookies store information only for the length of time that you are connected to a website – they are not written onto your hard drive. Once you leave the website, they expire and are no longer active. We use session cookies to record certain information from your browser including your Internet Protocol (IP) address, browser type, internet service provider (ISP), referring or exit pages, operating system, and the dates and times that you visit our website. Additionally, we may record certain information regarding your use of features on our website. Session cookies allow us to gather statistical data which provides insight into how we may improve our products and services and to identify your current session to our web server.
 - ii. **Persistent cookies.** Persistent cookies store information on your hard drive and can be re-read when you return to the site that placed them on your hard drive. We use persistent cookies to help us verify you as our client, to remember your preferences, and to help block unauthorized attempts to access your Personal Information.
 - iii. **Rejecting cookie.** You may adjust your browser settings to notify you when a cookie is about to be sent or you may configure your browser to refuse cookies automatically. Please review your web browser's "Help" file to learn the proper way to modify your cookie settings. However, without cookies you will not have access to certain services and features on our website that rely on cookies for their functionality.

- iv. **Location information.** We may collect and store information about your location if you enable your computer or mobile device to send us location information. You may be able to change the settings on your computer or mobile device to prevent it from providing us with such information.
- c. **Information from other sources.** When necessary, we may collect Personal Information about you from third parties, including:
 - i. Government agencies and registries, law enforcement authorities, and public records,
 - ii. Credit reporting agencies,
 - iii. Other financial institutions,
 - iv. Other service providers, agents, and other organizations with whom you make arrangements,
 - v. Employers and personal references you provided, and
 - vi. Persons authorized to act on your behalf under a power of attorney or other legal authority.

When we obtain Personal Information from a third party, we will record the source of that information.

For what purposes does DUCA collect, use and, disclosure Personal Information?

DUCA may collect, use, or disclose personal information in order to verify your identity; evaluate and process your applications, claims, accounts, transactions, and reports; provide you with ongoing service; analyze your financial needs and activities; improve and develop products and services to meet your needs; recommend products and services to you from DUCA or DUCA partners; contact you regarding your subscribed products and service, manage and assess our risks, operations and relationship with you; help protect you and us against fraud, error, and other illegal or unauthorized activities; and comply with applicable laws and regulatory requirements.

If we need to collect Personal Information for any other reason, we will identify that purpose.

How does DUCA obtain consent related to my Personal Information?

Depending on the situation and the sensitivity of the information, we may obtain your consent for the collection, use, or disclosure of your Personal Information in different ways. Express consent may be obtained verbally, electronically, or in writing from you or your authorized representative (such as a legal guardian or attorney appointed pursuant to a power of attorney). Implied consent may be obtained through your use or continued use of a product or service or when you approach us to obtain information or inquire about or apply for products or services from us.

What do I need to know about refusing or withdrawing my consent?

In most cases, you may refuse to provide your consent to our collection, use, and/or disclosure of your Personal Information in accordance with this Privacy Statement. However, if you refuse to provide your consent or withdraw your consent, this may affect our ability to provide products and services or fulfill our commitments to you.

You may withdraw your consent provided that: you provide reasonable notice; we are not legally required to collect, use, or disclose your information; withdrawing your consent does not impede our ability to fulfill your contract with us; and your consent does not relate to a credit or insurance product we have granted you where we are required to collect and exchange your Personal Information on an ongoing basis after credit has been granted, an application has been underwritten, or a claim has been adjudicated.

You may withdraw your consent by contacting the branch or office where your account is held or by calling us at 1 (866) 900-DUCA (3822). Our staff will be pleased to explain your options and any consequences of refusing or withdrawing your consent and will record your choices. Withdrawal of consent must ultimately be provided by you in writing.

How does DUCA protect my Personal Information?

DUCA takes the protection of Personal Information very seriously. Below are some of the measures in place to safeguard your information:

- a. **Physical and technological security safeguards.** We make commercially reasonable efforts to safeguard your Personal Information from loss or theft, unauthorized access, disclosure, duplication, use or modification through security measures appropriate to the sensitivity of the information. These measures include internal reviews of our data collection, storage, and processing practices and

security measures which include appropriate encryption and physical security measures to guard against unauthorized access to systems where we store Personal Information.

- b. **Password.** Your account and Personal Information are protected by a password for your privacy and security. Your password and other access codes are private and confidential – our employees cannot gain access to them and will not ask you to reveal them. It is your responsibility to use your best efforts to prevent unauthorized access to your account and Personal Information by selecting your password appropriately and limiting unauthorized access to your computer, browser, and mobile platform.
- c. **Confidentiality obligations.** We restrict access to your Personal Information to our employees, contractors, and vendors and service providers who need to know that information in order to process it on our behalf or to provide our products and services to you. Our employees, contractors, and suppliers are bound by confidentiality obligations and may not use the information for any unauthorized purpose. Our employees may be subject to discipline, including termination and criminal prosecution, if they fail to meet their obligations described in this Privacy Statement. Our suppliers are required to protect your Personal Information in a manner that is consistent with this Privacy Statement.

To whom might my Personal Information be shared and when?

We will only use or disclose your Personal Information for the reason(s) it was collected. Parties who may receive your information include:

- a. **Our subsidiaries or affiliates.** We may share your Personal Information, other than your health information (which may be collected in conjunction with or as part of your purchase of insurance products), with our subsidiaries or affiliates (the "DUCA group") for legal and regulatory purposes, to manage credit risk and other business risks, to perform analytics, to ensure we have correct and up to date information about you, and to the extent necessary if you have requested a product or service that is jointly offered by more than one Member of the DUCA Group.
- b. **Vendors and service providers.** We may use other companies to provide services on our behalf. These companies will be given only the information needed to perform those services. We have contracts in place holding these companies to the same standards of confidentiality by which we are governed. Our suppliers may perform activities outside of Canada. As a result, your information may be securely used, stored, or accessed in other countries and may be subject to the laws of those countries. These companies may be required to disclose your Personal Information in response to valid demands or requests from governments, regulators, courts, and law enforcement authorities in those jurisdictions or countries.
- c. **Partners of DUCA.** We may share your information with a limited list of approved partners with whom DUCA works to provide Members with a full range of financial services. This includes, but is not limited to CUMIS Services Incorporated, with whom DUCA has partnered to offer home and auto insurance and Collabria Financial Services Inc. who provides credit card services to the central credit union that DUCA is a part of.
- d. **Other third parties.** We may share your Personal Information with third parties in order to allow us to evaluate and process your applications and to allow such third parties to properly answer questions when providing us with information about you. Depending on the product or service that you request or subscribe for, we may share your Personal Information with government agencies and registries, law enforcement authorities and public records, health-care professionals, medical-related facilities, insurance companies, credit reporting agencies, other financial institutions or persons who have knowledge of your Personal Information.

Additionally, DUCA may disclose your information to third parties under the following circumstances:

- a. **Merger or sale.** In the event we are acquired by or merged with a third-party entity, or if we sell a part of our business, we reserve the right to transfer or assign the Personal Information we collected from you as part of such merger, sale, or change of control.
- b. **Where required by law.** We may disclose your Personal Information if we have a good faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to satisfy any applicable law, regulation, self-regulation, legal process, or enforceable governmental request. When we provide information in response to a legal inquiry or order that we believe to be valid, we disclose only the information that is legally required. Note that we may process your Personal Information on our servers in Ontario, Canada and in other countries as may be necessary. In such cases, your Personal Information may be disclosed in response to valid demands or requests from governments, regulators, courts, or law enforcement authorities in those jurisdictions or countries.
- c. **Protection of our interests.** We may also disclose your Personal Information if we believe, in good faith, that it is appropriate or necessary to take precautions against liability; to help us collect a debt or enforce an obligation owed to us by you; to protect against fraudulent, abusive, or unlawful uses; to investigate and defend ourselves against any third-party claims or allegations; to assist

government enforcement agencies; to protect the security or integrity of our products and services; or to protect the rights, property, or personal safety of our customers, employees, or others.

- d. **Consent is provided.** We may disclose your Personal Information where you have authorized us to do so. For example, we may share your information with those that you share ownership or liability of a product or service and, if you authorize us, we may provide your information to your lawyer, accountant, or other people or entities you identified.

If we disclose Personal Information for a non-routine purpose other those specified above, we will keep a record of what, when, why, and to whom such information was released.

What are my options when it comes to privacy preferences?

There are several privacy preferences available to you, subject to legal, business or contractual requirements, including:

- a. **Direct marketing.** During the registration process for our products or services, you will be asked to indicate whether you consent to receiving information that may be of interest to you through various channels including direct mail, telephone, electronic, or other means. This does not include messages or other information about promotional offers we provide on, or enclose with, your written or electronic account statements, or that we may discuss while talking with you. You may opt out of receiving such communications from us at any time by clicking on the "unsubscribe" link in any such electronic messages, by making a modification on your account settings page, or by contacting us. Any marketing campaigns that are already underway may not immediately take your preferences into account.
- b. **Sharing with our subsidiaries or affiliates.** We may share your Personal Information with our subsidiaries or affiliates (the "DUCA group") for: fraud or crime prevention, suppression or detection; to meet regulatory, legal, or reporting requirements; to manage credit risk and other business risks; to perform analytics; to ensure that we have correct and up to date information about you; and to the extent necessary if you have requested a product or service that is jointly offered by more than one member of the DUCA Group. You may not withdraw consent for this sharing. We may also share your information to better manage your total relationship with the DUCA group and enable other members of the DUCA group to bring suitable products and services to your attention. We may share your information within the DUCA group for these purposes unless prohibited by law or you tell us not to.
- c. **Credit bureaus.** In order to provide a credit product or service to you, we must obtain your consent to exchange information about you with credit bureaus. Once you have a credit product with us, we will share your credit experience on an ongoing basis with other lenders and credit reporting agencies. You cannot withdraw your consent for this sharing of information as it is necessary to support the credit process.
- d. **Insurance Services Bureau and Medical Information Bureau.** In order to provide an insurance product or service to you, we must obtain your consent to exchange information about you with the Insurance Services Bureau and the Medical Information Bureau. Once you have an insurance product with us, we will share your claims and insurance history with the Insurance Services Bureau and Medical Information Bureau. You cannot withdraw your consent for this sharing of information as it is necessary to support the data integrity of the insurance industry and the underwriting record.
- e. **Program partners.** We may share Personal Information with program partners and our suppliers, agents, and other organizations that perform services for us or on our behalf to the extent necessary to provide and administer the products and services that you have with us. If you withdraw your consent for this sharing, we may not be able to provide you with the relevant product or service.

How can I access, update, or remove my Personal Information?

- a. **Accessing your Personal Information.** We make good faith efforts to provide you with access to your Personal Information. You may review or verify your Personal Information by reviewing your account statements or passbook updates, by visiting the branch or office where your account is held, or by accessing your account through our online or mobile banking platform. If you would like to find out to whom we have disclosed your Personal Information, you may contact the branch or office where your account is held. In most provinces, you have the right to access and verify the Personal Information held about you by credit bureaus. We will provide you with the name and location of any credit bureau that has provided us with a report on you. If you require other information, simply contact or forward a written request to the branch or office where your account is held along with your account number and the information requested to be accessed and we will attempt to satisfy your request within a reasonable period of time. We may be unable to provide information about you from our records which contains references to other persons, is subject to legal privilege, contains confidential information proprietary to us, relates to an investigation of a breach of agreement or contravention of laws, or cannot be disclosed for other legal reasons. If we are unable to provide some of the Personal Information, we hold about you, we will let you know the reason(s) why, subject to any legal or regulatory restrictions.

- b. **Updating your Personal Information.** We take care to keep your Personal Information as accurate, complete, and up to date as is necessary for the purposes for which it was collected. We do, however, rely on you to tell us when your Personal Information changes. Most of your Personal Information may be updated by visiting the branch or office where your account is held or by accessing your account through our online or mobile banking platform. If you find any errors in our information about you, please let us know. If we do not agree with your request to change your Personal Information, we will make a record of your request and, if necessary, disclose it to third parties who also possess your Personal Information. If we agree with your request, we will make the correction(s) as soon as reasonably possible and make sure they are conveyed to anyone we may have misinformed.
- c. **Retention of your Personal Information.** We retain your Personal Information only as long as it is required for the reason(s) that it was collected. This length of time will vary depending on the product or service and the nature of the information and may extend beyond the end of your relationship with us. When your information is no longer needed for the purpose for which it was collected, we will destroy, delete, erase, or convert it to an anonymous form.
- d. **Fees for access and correction.** In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. We will advise you of any applicable fee prior to proceeding with your request.

What happens when there are changes to the Privacy Statement?

We may amend this Privacy Statement from time to time to reflect changes in legislation or other issues that may arise. We will post the revised Privacy Statement here on our website at www.duca.com. We may also make our Privacy Statement available at our branches or other premises or send them to you by mail.

Who do I contact if I have an inquiry or complaint?

If you have any questions or comments about this Privacy Statement, please feel free to contact the branch or office where your account is held or you may call us at 1 (866) 900-DUCA (3822).

You may also contact our Privacy Officer:

Mail: DUCA Financial Services Credit Union Ltd., ATTN: Privacy Officer
5255 Yonge Street, 4th Floor,
Toronto, Ontario M2N 6P4
Email: privacy@duca.com

We will investigate and respond to any questions, concerns, and comments you may have in respect of any aspect of our handling of your Personal Information.

You may contact us if you have any questions regarding decisions made about you. In such cases we will tell you the reasons for those decisions and, if we relied on information from a third party such as a credit bureau to make the decision, we will provide you with the name and address of the third party.

If you are not satisfied with our response to your inquiries, you may contact the Office of the Privacy Commissioner of Canada:

Mail: The Office of the Privacy Commissioner of Canada
30 Victoria Street
Gatineau, Quebec K1A 1H3
Telephone: 1-800-282-1376 / 819-994-5444
TTY: (819) 994-6591
Website: www.priv.gc.ca