

## MemberDirect<sup>®</sup> and Telephone Access AGREEMENT

(Hereinafter called the "Credit Union")

Date: \_\_\_\_\_ Account Holder Name: \_\_\_\_\_ CIF: \_\_\_\_\_

Please carefully read this Agreement before you use the MemberDirect<sup>®</sup> Services, Telephone Banking Services or access Third Party Services through the MemberDirect<sup>®</sup> Services website. This Agreement contains liability exclusions and limitations and other important information. This Agreement replaces all prior agreements between the Account Holder and the Credit Union governing electronic and telephone access to Accounts. By entering your Access Code (PAC) and by clicking "I Agree" below or by signing the agreement at the Credit Union, and using the MemberDirect<sup>®</sup> Services or Telephone Banking Services or accessing Third Party Services through the MemberDirect<sup>®</sup> Services website, you acknowledge and agree that you have read and understand the terms of this Agreement, have received adequate explanations of the nature and scope of your obligations hereunder and have agreed to be bound by the terms of this Agreement. If you do not agree with each and every of the terms of this Agreement, you may not use the MemberDirect<sup>®</sup> Services or Telephone Banking Services. This Agreement was last amended on May 1, 2006.

In exchange for the Credit Union permitting the Account Holder to use the MemberDirect<sup>®</sup> Services and Telephone Banking Services, the Account Holder agrees as follows:

### 1. Definitions

"**Account**" means any account under any membership held by the Account Holder with the Credit Union to which the Account Holder requests access through MemberDirect<sup>®</sup> Services or Telephone Banking Services;

"**Account Holder**" means you, as the individual who is enrolled to access the MemberDirect<sup>®</sup> Services and Telephone Banking Services;

"**EDPP Services**" means epost electronic routing and electronic document presentment and payment services and such other services as are, from time to time, offered to the Account Holder by epost;

"**epost**" means EPO Inc., a Third Party;

"**Equipment**" means the equipment, such as a personal computer equipment or telephonic equipment, which, when used in combination with an Internet browser and a PAC, facilitates access to and use of the MemberDirect<sup>®</sup> Services, Telephone Banking Services or Third Party Services, as the case may be;

"**Telephone Banking Services**" means all of the telephone accessible financial and Transaction services available through the use of a PAC in combination with Equipment and the Credit Union's telephone banking system;

"**Third Party**" means any person, partnership, governmental authority, entity or organization other than the Credit Union;

"**Third Party Service**" means any product or service of a Third Party available for purchase, access or use through the MemberDirect<sup>®</sup> Services website and "Third Party Service" includes the website of the Third Party linked or accessible through the MemberDirect<sup>®</sup> Services website and through which a product or service may be offered by the Third Party;

"**MemberDirect<sup>®</sup> Services**" means all of the on-line financial and Transaction services of the Credit Union available through the use of a PAC in combination with Equipment, and currently known as MemberDirect<sup>®</sup>;

"**PAC**" means the personal access code selected by the Account Holder for the Account Holder's use, which, when used with Equipment and an Internet browser or a Telephone Banking system, permits access to and use of the MemberDirect<sup>®</sup> Services or the Telephone Banking Services, as the case may be;

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

"**Transaction**" means any transaction performed by an Account Holder using any of the MemberDirect<sup>®</sup> Services or Telephone Banking Services and any transaction with respect to an Account effected through Third Party Services.

### 2. Use of MemberDirect<sup>®</sup> Services and Telephone Banking Services

The Account Holder may use the MemberDirect<sup>®</sup> Services or Telephone Banking Services to access any permitted Account and to conduct Transactions as may be permitted with respect to any such Account. When using the MemberDirect<sup>®</sup> Services, Telephone Banking Services or Third Party Services, the Account Holder will not be permitted to pay bills from, or transfer funds out of, any Account on which more than one signature is required to authorize a transaction, unless prior authorization is received by the Credit Union in writing from all required signatories. The Account Holder agrees to follow the instructions of the Credit Union in effect from time to time with respect to the use of the MemberDirect<sup>®</sup> Services and Telephone Banking Services.

The Account Holder agrees that when a PAC is used to conduct any Transaction, the authorization given at the time of the Transaction will have the same legal effect as if it were given by the Account Holder in person, in writing and signed by the Account

Holder, and the Account Holder agrees to be bound by each Transaction so authorized. The Account Holder irrevocably authorizes and directs the Credit Union to debit or credit, as the case may be, the amount of any Transaction to the Account or Accounts designated by the Account Holder at the time of the Transaction, in accordance with the Credit Union's normal practices. The Credit Union's practices respecting the debiting or crediting of any Transaction under any of the MemberDirect® Services, Telephone Banking Services or Third Party Services may be revised from time to time with or without notice to the Account Holder.

The Account Holder agrees not to conduct or try to conduct any Transaction that would result in a negative balance in any Account or would exceed the unused balance of any authorized overdraft or line of credit, if available. The Account Holder will indemnify the Credit Union for all liability or loss arising out of any such Transaction.

The Account Holder agrees not to access or use the MemberDirect® Services, Telephone Banking Services or Third Party Services (a) to upload, post or transmit to, distribute, disseminate, or otherwise publish any materials that: (i) restrict or inhibit any other user from using or accessing MemberDirect® Services, Telephone Banking Services or Third Party Services; (ii) are unlawful, fraudulent, threatening, abusive, harassing, libelous, defamatory, derogatory, discriminatory, disruptive, obscene, vulgar, offensive, objectionable, pornographic, profane, sexually explicit or indecent; (iii) constitute, advocate or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or governmental regulation, whether in Canada or in the Account Holder's local jurisdiction; (iv) violate or infringe the rights of the Credit Union or Third Parties, including copyright, trade-mark rights, patent rights, rights of privacy or publicity or any other proprietary right of a person; (v) contain a virus, corruption or other harmful or destructive element or item that might damage the operation of another's computer or software applications; (vi) contain any information, software or other material of a commercial nature, including any advertising, promotions or solicitations for purchase or sale and any "spam" or other bulk communications; or (vii) constitute or contain false or misleading author attributions, legal or other notices, proprietary designations, labels or other indications of origin or source, or facts; or (b) for any illegal, fraudulent or defamatory purpose or to carry out an activity that harms or could cause harm to any other person. The Account Holder will not take any action that could undermine the security or integrity of, or interrupt the operations of, the MemberDirect® Services or Telephone Banking Services or the Credit Union server or Telephone Banking system. If the Account Holder breaches any of the foregoing provisions, the Credit Union may immediately suspend or terminate the Account Holder's access to and use of MemberDirect® Services, Telephone Banking Services or Third Party Services, without notice or liability to the Account Holder.

### **3. Operational Limitations**

The Account Holder agrees that the MemberDirect® Services, Telephone Banking Services and, if permitted, Third Party Services will be available only on an "as is" and "as available" basis, without any representations, warranties or conditions of any kind, express or implied, and including, without limitation, implied warranties of merchantability or fitness for a particular purpose, all of which are hereby disclaimed by the Credit Union to the fullest extent of the law.

The Credit Union offers the MemberDirect® Services and Telephone Banking Services to improve the accessibility of the Credit Union to its Account Holders. However, the provision of MemberDirect® Services and Telephone Banking Services is dependent in part on communication lines and other Third Party equipment and services.

The Credit Union strictly manages access to its account holder services and financial systems and databases using technological and procedural systems to ensure security is not breached. This includes physically securing all the Credit Union computer hardware and telecommunications systems. Internet communication involves an inherent risk of interception by Third Parties. The Account Holder must share in the responsibility for the security of the MemberDirect® Services. The Credit Union uses industry standard security techniques that include Secure Socket Layer (SSL) and encryption to help ensure that the Account Holder's personal and financial information is protected while in transit between the Equipment and the Credit Union server. The Account Holder agrees that the Credit Union cannot prevent, and is not liable for, interception of email or Internet communications by Third Parties, including communications to and from any Third Party in respect of Third Party Services accessed by the Account Holder.

### **4. Confidentiality of PAC**

The Account Holder's PAC is for the Account Holder's use alone and may not be assigned or transferred by the Account Holder. The Account Holder agrees to keep the PAC strictly confidential and not to disclose it to any person other than to a Signing Authority. The Account Holder agrees not to record the Account Holder's PAC in any manner or on any media, whether in writing or otherwise, including without limitation in electronic form, or by voicemail or e-mail. For security reasons, the Credit Union recommends that the Account Holder change the Account Holder's PAC on a regular basis, such as every 90 to 120 days.

The Credit Union recommends that the Account Holder not use as a PAC numbers that are part of the Account Holder's PIN, easy to guess or based on personal information, such as a birth date. If a PAC becomes known to anyone other than a Signing Authority, confidential information about the Accounts may be accessed and Accounts could be debited.

The Account Holder acknowledges that the Credit Union is not required to confirm the identity or authority of any person using a PAC to conduct Transactions. The Account Holder agrees to take all reasonable precautions to maintain the secrecy of the Account Holder's PAC. The Account Holder agrees that the Credit Union is not responsible for the security or confidentiality of the Account Holder's PAC. The Account Holder agrees that if the Account Holder's PAC is lost or stolen that, until such time as the Credit Union receives actual notice thereof and acknowledges same in writing, the Account Holder will remain liable for all Transactions that may occur as a result of authorized or unauthorized use of the Account Holder's PAC.

## 5. Transaction verification and records

All Transactions are subject to verification and acceptance by the Credit Union, and if not accepted will be reversed from the Account. Verification may take place on a date later than the date the Account Holder authorized the Transaction, which may affect the Transaction date. The Account Holder acknowledges that a Third Party payee (e.g., a merchant) may not treat payments made through the MemberDirect<sup>®</sup> Services, Telephone Banking Services or a Third Party Service (including EDPP Services) as being received on the date of the Account Holder's instructions. In no event will the Credit Union have any responsibility for any problems or disputes with Third Party payees of the Account Holder, including if a payee does not credit the Account Holder for a payment for any reason or for any charges, fees or penalties assessed as a result of late payment. The Account Holder agrees to settle all such disputes and matters directly with the payee.

The Account Holder is responsible for ensuring that any instructions regarding the Accounts received by the Credit Union through MemberDirect<sup>®</sup> Services, Telephone Banking Services and Third Party Services are true, complete and accurate. The Account Holder acknowledges that the Credit Union will rely upon the truth, completeness and accuracy of the Account Holder's instructions.

The Account Holder agrees that the Credit Union's records of each Transaction, and the Credit Union's accounting records, will be deemed to be correct, and are conclusive evidence of the Account Holder's dealings with the Credit Union and are binding upon the Account Holder. The Account Holder agrees not to object to the admission of the Credit Union's records (whether electronic, recorded in analog or digital form or otherwise) as evidence in any legal proceedings on the grounds that such records are not originals, are not written, are hearsay or on other similar grounds.

Any record of a Transaction generated for the Account Holder as part of the MemberDirect<sup>®</sup> Services or Telephone Banking Services or as a result of a Transaction using a Third Party Service is for the Account Holder's convenience only. If the Account Holder believes that the Credit Union's records contain an error or omission, the Account Holder must give written notice of the suspected error or omission to the Credit Union within the time provided in the Application for Membership and Account Operation Agreement between the Account Holder and the Credit Union for the relevant Account or Accounts.

If the Credit Union does make an error or omission, for any reason, with respect to the recording of any Transaction, the liability of the Credit Union will be limited to the amount of the error or omission in recording, plus any applicable service charges that may have been charged to the Account Holder by the Credit Union. The Account Holder agrees that the Credit Union will not be liable for any other loss, or any loss of business or profit or any other damage (direct or indirect or consequential) or delay or inconvenience whatsoever caused by or arising from any such error or omission.

## 6. Service Fees

The Credit Union has established service fees for use of the MemberDirect<sup>®</sup> Services and Telephone Banking Services and for conducting Transactions and may change these service fees from time to time. The Account Holder authorizes the Credit Union to deduct any applicable service fees from any Account.

## 7. Transaction Processing

The Account Holder agrees that a Transaction becomes final once the Transaction request has been processed by the Credit Union and thereafter the Credit Union has no obligation to reverse the Transaction. A post-dated Transaction may be revoked or countermanded prior to the date on which it is scheduled to occur.

When the Account Holder uses the MemberDirect<sup>®</sup> Services, Telephone Banking Services or a Third Party Service to make bill payments from an Account, transfer funds to another account holder's account or otherwise transfer funds out of an Account, the Account Holder is responsible for ensuring the accuracy of any billing account number, other account holder account numbers or other recipient account numbers to which the Account Holder intends to transfer funds. The Credit Union will not be liable for any loss or damage as a result of funds being transferred to the wrong recipient as a consequence of the Account Holder providing incorrect transfer information. The Credit Union will not be responsible or obligated to retrieve or return such funds to the Account Holder. The Credit Union reserves the right to apply daily limits and Transaction limits (e.g., dollar amounts, frequency, etc.).

## 8. Third Party Services

As a convenience to Account Holders, the Credit Union may, from time to time, in its sole discretion, enter arrangements with Third Parties to permit Account Holders to access and use Third Party Services through the MemberDirect<sup>®</sup> Services website. The Account Holder may, but is in no way required by the Credit Union to, use any Third Party Service. The Credit Union does not endorse any Third Party Service.

The Account Holder expressly acknowledges and agrees that: (a) each Third Party Service is provided by a Third Party independent of the Credit Union; (b) the provision of each Third Party Service is governed by the terms and conditions of the agreement between the Account Holder and the Third Party; and (c) the Credit Union has no responsibility or liability whatsoever for, or control over, any Third Party or Third Party Services. Without limiting the generality of Section 3 above, THE CREDIT UNION DISCLAIMS MAKING ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD PARTY SERVICES MADE AVAILABLE BY THIRD PARTIES, DIRECTLY OR INDIRECTLY, THROUGH THE MEMBERDIRECT<sup>®</sup> SERVICES WEBSITE. The Account Holder acknowledges that the Account Holder's access to and use of Third Party Services (and the Account Holder's relationship with the Third Party) shall be solely at the Account Holder's risk and responsibility. The Credit Union encourages Account Holders to exercise discretion when using the Third Party links on the MemberDirect<sup>®</sup> Services website. If the Account Holder has questions or concerns about a Third Party Service, the Account Holder

must contact the Third Party responsible for that Third Party Service. Any dispute that relates to Third Party Services is strictly between the Account Holder and the Third Party and the Account Holder hereby covenants not to raise any defence or claim against the Credit Union in respect thereof.

## 9. epost<sup>®</sup> EDPP Services

The Credit Union may, from time to time, in its sole discretion, permit epost to provide EDPP Services as a Third Party Service available to Account Holders through the MemberDirect<sup>®</sup> Services website. The Account Holder expressly acknowledges that EDPP Services are Third Party Services and that the provisions of Section 8 hereof apply in respect of EDPP Services. Without limiting the generality of Sections 7 and 8 above, if the Account Holder obtains EDPP Services from epost through the MemberDirect<sup>®</sup> Services website, the Account Holder expressly: (a) consents to the collection, use and disclosure by epost and the Credit Union of information relative to the performance and operation of the EDPP Services, including information related to the Account Holder and the Account Holder's use of EDPP Services (including, for example, Internet Protocol (IP) address, browser type, operating system, domain name, access times referring universal resource locator (URL) address, and EDPP Service Transaction data) for the purpose of improving the operation of, and for compiling statistical information about the use of and access to, the EDPP Services and MemberDirect<sup>®</sup> Services; (b) agrees that the Credit Union is not responsible for damages the Account Holder may incur if the Account Holder communicates confidential or commercial information to epost or to a Third Party payee that creates or issues electronic documents that are presented to the Account Holder via the EDPP Services; and (c) agrees that the Credit Union is not responsible to the Account Holder, epost or any Third Party payee for any late, misdirected or failed payments or attempts to pay, regardless of the cause, or for any resulting fees, interest, penalties, damages or other charges imposed or incurred by the Account Holder, epost or the Third Party payee.

## 10. Account Holder's Liability and Obligation to Indemnify

The Account Holder acknowledges that ensuring the security of the Account Holder's personal information (including financial and Transaction information) requires the Account Holder to exercise safe computing practices. The Account Holder must log off, disconnect and close the Account Holder's Internet browser after each session in which the MemberDirect<sup>®</sup> Services have been accessed to prevent someone else from accessing the Accounts without the Account Holder's permission or knowledge. It is the Account Holder's responsibility to implement and maintain safe computing practices, including, without limitation, encryption, virus scanning, and firewall technology.

The Account Holder agrees to notify the Credit Union immediately, in writing, if the Account Holder's PAC becomes known to anyone other than the Account Holder. The Account Holder agrees that the Account Holder is liable for all unauthorized use of the Account Holder's PAC (whether fraudulent, negligent or otherwise) until notification of the loss or theft of the PAC is made to and acknowledged, in writing, by the Credit Union. In no event shall the Credit Union be deemed to have received notice of the loss or theft of a PAC unless and until the Credit Union has acknowledged same in writing.

The Account Holder hereby waives any suit, claim, demand or cause of action of any kind which the Account Holder may have or may assert against the Credit Union arising out of or relating to MemberDirect<sup>®</sup> Services, Telephone Banking Services or Third Party Services. The Account Holder further covenants and agrees to indemnify and hold the Credit Union harmless from and against any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket expenses, incidental expenses, legal fees and disbursements (on a solicitor and client basis), and the allocated costs and expenses of in-house counsel and legal staff that may be imposed on, incurred by, or asserted against, the Credit Union in connection with or arising out of the Account Holder's access to and use of MemberDirect<sup>®</sup> Services, Telephone Banking Services or Third Party Services.

## 11. Disclaimers and Liability Exclusions

The Account Holder's use of the MemberDirect<sup>®</sup> Services and the MemberDirect<sup>®</sup> Services website and use of Telephone Banking Services and access to and use of Third Party Services is at the Account Holder's own risk. The Account Holder (and not the Credit Union) assumes the entire cost of all necessary servicing or correction to any Equipment arising from or connected to the Account Holder's access to the MemberDirect<sup>®</sup> Services website and use of the MemberDirect<sup>®</sup> Services (*i.e.*, not including the Credit Union server) and access to Telephone Banking Services and Third Party Services. Without limiting the foregoing, the Credit Union does not represent or warrant that:

- a) the MemberDirect<sup>®</sup> Services, Telephone Banking Services, the MemberDirect<sup>®</sup> Services website or the contents of any of the foregoing will be available or will function without interruption or will be free of errors or that errors will be corrected;
- b) the use of the MemberDirect<sup>®</sup> Services and the MemberDirect<sup>®</sup> Services website (including browsing, downloading content, etc.) will be free of viruses, Trojan horses, worms or other destructive or disruptive instruments; or
- c) the use by the Account Holder of the MemberDirect<sup>®</sup> Services, Telephone Banking Services and the MemberDirect<sup>®</sup> Services website or the contents of any of the foregoing will not infringe the intellectual property rights or other proprietary rights of any Third Party.

The Account Holder agrees that the Credit Union is not responsible for any loss, damage, delay, error, interruption, inaccuracy or inconvenience suffered or incurred by the Account Holder with respect to:

- a) this Agreement or any agreement between the Account Holder and any Third Party with respect to Third Party Services;

- b) any instructions provided by the Account Holder in connection with the MemberDirect<sup>®</sup> Services, Telephone Banking Services or Third Party Services;
- c) use of Equipment to access the MemberDirect<sup>®</sup> Services, Telephone Banking Services or Third Party Services (including, without limitation, any delay or inability to access the MemberDirect<sup>®</sup> Services, Telephone Banking Services or Third Party Services);
- d) any data or information;
- e) any failure by the Credit Union to perform or fulfill any of its obligations to the Account Holder due to any cause beyond the Credit Union's control (including, without limitation, systems malfunctions, communications failures or delays, or technical failures);
- f) any failure by the Account Holder to fulfill any of the Account Holder's obligations under this Agreement (including, without limitation, those of security and confidentiality of the Account Holder's PAC) or to comply with any instructions the Credit Union may provide to the Account Holder from time to time in connection with the MemberDirect<sup>®</sup> Services or Telephone Banking Services;
- g) the Account Holder's failure to receive or review Transaction records; and
- h) linking to Third Party websites from the MemberDirect<sup>®</sup> Services website and *vice versa* and access to and use of any Third Party Services.

The Account Holder agrees that the Credit Union will not, under any circumstances (including where the Credit Union is ultimately determined to have been negligent) be liable, in whole or in part, for any indirect, consequential, special, aggravated, punitive or exemplary damages whatsoever, including, without limitation, damages resulting from business interruption, loss of profit, data, information, opportunity, revenue or goodwill, or any other commercial or economic loss whatsoever suffered or incurred by the Account Holder or any Third Party.

## 12. Termination

The Credit Union may, at any time and without notice, withdraw from the Account Holder permission to use any of the MemberDirect<sup>®</sup> Services, Telephone Banking Services or Third Party Services, or terminate this Agreement, or alter any of the MemberDirect<sup>®</sup> Services or Telephone Banking Services and the Credit Union shall not be liable to the Account Holder for any loss resulting from such action. The Account Holder may terminate this Agreement at any time by giving written notice of termination to the Credit Union. The termination of MemberDirect<sup>®</sup> Services or Telephone Banking Services for any reason will not relieve the Account Holder of any obligations under this Agreement with respect to the MemberDirect<sup>®</sup> Services and Telephone Banking Services.

## 13. Changes to Agreement

The Credit Union can add to or change the terms and conditions of this Agreement from time to time, but the Credit Union will give at least 30 days notice of any such additional or amended terms and conditions. Such notice may be given to the Account Holder either in writing addressed to the last address provided by the Account Holder to the Credit Union, or in the form of a notice displayed at all the Credit Union branches, or in the form of a notice displayed on the login screens accessed when using the MemberDirect<sup>®</sup> Services. If the Account Holder continues to use any of the MemberDirect<sup>®</sup> Services or Telephone Banking Services or to access Third Party Services through the MemberDirect<sup>®</sup> Services website after the effective date of any additional or amended terms or conditions to this Agreement, then the Account Holder will be deemed to have accepted such additional or amended terms or conditions.

## 14. Other Agreements

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

## 15. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The Account Holder irrevocably submits and attorns to the exclusive jurisdiction of the courts of the Province of Saskatchewan for the determination of any matters under this Agreement.

## 16. Execution

This Agreement may be executed in several counterparts or electronically. When executed in counterparts, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear date as of the date written below. When executed electronically, use of MemberDirect<sup>®</sup>

Services or Telephone Banking Services shall be deemed to be acceptance of the terms and conditions hereof as of the date of first use.

**17. General**

If the Account Holder is the joint holder of an Account, then each joint holder of that Account will be jointly and severally liable for all Transactions conducted using the MemberDirect<sup>®</sup> Services, Telephone Banking Services or Third Party Services with respect to that Account.

AGREED AND ACCEPTED as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Account Holder