



*A division of Connect**First** Credit Union Ltd.*

Products and Services Agreement

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firstcalgary.com

Connect First Credit Union Ltd.
(hereinafter called the “Credit Union”)

Table of Contents	
Common Shares.....	1
Products and Services Agreement.....	2
A Definitions.....	2
B Personal Deposit Accounts.....	3
C Joint Accounts/Right of Survivorship.....	5
D Accounts and Services.....	6
E Overdraft Protection.....	8
F Collection & Use of Personal Information	9
G Cards.....	10
H Online/Telephone Banking Services.....	13
I Mobile Banking Services.....	15
Products and Services Agreement Part II.....	16
- Part II Section ‘B’ Partnerships.....	17
- Part III Joint Account Agreements.....	18

Common Shares

To become a member of the Credit Union you agree to purchase the minimum number of Common Shares.

Rules

Common Shares are authorized under the Credit Union Act, the Regulations and the By-Laws of the Credit Union. The Credit Union Act may be viewed on the Alberta’s

Queens Printer website:
www.qp.gov.ab.ca/custom_page.cfm?page_id=41

A copy of the Credit Union By-Laws is available upon request.

Par Value

Common Shares have a par value of \$1.00.

Membership

Common Shares may only be purchased by a member of the Credit Union.

Minimum Shareholding

You are not qualified to be or to remain a member unless you hold at least 1 Common Share issued by the Credit Union or an amount as required in the By-Laws the Credit Union.

Shares Not Guaranteed

Money Invested in Common Shares of the Credit Union is not guaranteed or insured by the Credit Union Deposit Guarantee Corporation or any other plan, person or entity.

Dividends

Dividends may be declared and paid on Common Shares when approved by the Board of Directors and in accordance with the By-Laws of the Credit Union, the Credit Union Act, and the Regulations.

Transfer and Redemptions

Transfers and redemptions are subject to the terms and conditions set out in the By-Laws of the Credit Union, the Credit Union Act and the Regulations.

Products and Services Agreement PART I

This document provides an explanation of our services (described below), their use and important information about our accounts. This document, our Products and Services Agreement Part 1 and Part II which you signed, and any additional terms for a particular product or service which is provided to you separately at the time of purchase form the Agreement between you and Connect First Credit Union Ltd. (hereinafter called the "Credit Union").

By signing the Products and Services Agreement Part II, you agree that any existing agreement between you and us for any particular product or service is replaced by this Agreement, with the following exceptions:

- Any provisions whereby you have indicated on Part III of the Agreement who may deal with your joint account or whether your joint account has right of survivorship remain valid until replaced with a new joint ownership record: and
- All provisions dealing with the specific terms of a particular product or service, including term, interest rate, amount of investment or any other terms particular to the product or service provided to you by us, to the extent that such provisions are not contained in this Agreement, remain valid until expiry or renewal.

Please take a few minutes to review this document. Since it covers more services than you may currently be using, some sections may not apply to you at this time. However, you may request any of these services from time to time simply by telling us which services you require ("OAC"). If you purchase additional products or services in the future, your use of that product or service will then act as your acceptance of and agreement to be bound by the applicable terms of this Agreement.

A. Definitions

In these agreements these words have the following meanings:

"Account" means each account opened by the Credit Union, in your name.

"Agreement:" - The provisions contained in your Products and Services Agreement, the terms contained in this document and any additional terms for a particular product or service which are provided to you at the time of purchase. Also included are the terms governing any other services we may provide to you in the future.

"Attachment Orders" – Any documents issued by the courts or government body including Garnishee Orders/Summons, Requirements to Pay (Third Party

Demands/CRA), Maintenance Enforcements or Worker's Compensation orders which legally require the Credit Union to pay funds from your account.

"Authorized Overdraft Limit" – The maximum amount (Limit) that you may overdraw your account.

"Card" - A Membercard, a First Cheque Global Payment card or any other card that is issued by us in your name, your attorney's name or signed by you or your attorney.

"Online/Telephone Banking" means all the services available through the use of the PAC in combination with the Equipment; it includes the access offered by Mobile Banking.

"Deposit Anywhere™ service" means the remote deposit capture service provided by the Credit Union and Central 1, and accessed through Online Banking or Mobile Banking, that allows the Member, using an Access Terminal and/or any other means authorized by the Credit Union in its sole discretion from time to time, to create, transmit and receive an Official Image for deposit to the account.

"Electronic Communication" means any communications of instructions by telephone, email, wire or other means of telecommunication or electronic transmissions, including a facsimile transmission or personal computer.

"Equipment" means the equipment such as personal computer equipment or telephone which, when used in combination with an Internet Browser and/or the PAC, permits access to Online/Telephone Banking Services.

"Instrument" or "Instruments" means bills of exchange, promissory notes, cheques, orders for payment of money, securities, money, coupons, notes, withdrawal, deposit or transfer slips, card purchase, refund or cash advance orders, and electronic debits and credits.

"Interac e-Transfer Service" means the service provided by CertaPay payment service that facilitates the sending and receiving of money transfers through online banking or mobile banking to and from participating Financial Institutions and/or the CertaPay payment service.

"Overdraft Rate" – The interest rate established by us from time to time and charged on overdrafts charged to accounts, which are not covered by overdraft protection.

"PAC" means the **Personal Access Code** selected by you for your use which, when used with the Equipment, permits access to Online/Telephone Banking.

“Part II” means Part II of this Agreement

“Part III” means Part III of this Agreement

“PIN” means your **Personal Identification Number** issued by the Credit Union to you, or selected by you, for the purpose of initiating and authorizing transactions through an ATM or Point of Sale terminal.

“Point-of-Sale Transaction” means the use of the Card and the PIN or *Interac* Flash for the following purposes as may be permitted from time to time by the Credit Union:

- the transfer of funds from your Account to purchase or lease goods or services from a seller, lessor or service provider (a Merchant),
- the transfer of funds from your Account to obtain a voucher, chit, script, token or other thing that may be exchanged for goods, services or money; or
- the transfer of funds into your Account from an Account of a Merchant (i.e. a refund).

“Pre-Authorized Payment” is a reoccurring electronic withdrawal from your account initiated by a company or a financial institution that has your authority to do so.

“Service” means any account or service designated by us or as covered under this Agreement that may be accessible with or without your PIN including:

- obtaining cash advances from, making withdrawals from, deposits to or transfers between your accounts; or
- any other transaction or service that we may provide to you from time to time.

“Transaction” means any transaction performed using any Online/Telephone Banking Service.

“We”, “Our”, “Us” or “the Credit Union”, means Connect First Credit Union Ltd.

“You, “your” and “yours” means each person who has signed “Part II” of the Agreement

B. Personal Deposit Accounts

Deposits to your account

You may deposit funds to your accounts with us personally, by mail, electronic transfer, ATM, night depository or in a manner acceptable to us from time to time. We may credit to your account deposits made by any person on your behalf.

All Instruments deposited must be made payable to you or to bearer. You authorize us to endorse in your name any instrument deposited without endorsement. That endorsement shall have the same validity as if made by you. We may not accept third party

Instruments that bear a prior endorsement for deposit (because we may be unable to verify that endorsement).

Our hold funds policy

When you open a personal deposit account with us, we will advise you how our hold funds policy will impact you in your day-to-day banking. “Holding funds,” means that when you deposit a cheque through one of our branches, the automated teller machine, night depository or by mail/courier etc. you may not be able to access the funds from that deposit immediately.

The reason we have a hold funds policy is that a cheque is not the same as cash - it is a “promise to pay” by one party to another party. If the first party doesn’t have sufficient funds in their account at another financial institution, or if the cheque is fraudulent, that other financial institution can refuse to pay the item, and return it unpaid to us. A hold period allows sufficient time for us to verify that the “promise to pay” can be carried out (i.e. that funds will be available from the other institution to pay the item).

Cheque cashing is essentially a credit decision

If we credit your account right away with the amount of the cheque or other instrument we are “granting you credit” for that amount until we can verify that the “promise to pay” can be carried out. If the “promise to pay” is broken we will need to recover the funds from you, as we would for any other loan given to you.

If your deposit is subject to a “hold”, the full amount of the deposit will be reflected in your account balance right away however; your ability to access those funds will be restricted. You will be unable to withdraw money from the funds being held and we will not pay any of your cheques or pre-authorized debits from those funds until the funds are released at the end of the “hold period”. Even where the “hold period” has elapsed and the funds have been released, it is not a guarantee that the cheque or instrument will be paid by the other financial institution. If we determine that the “promise to pay” is broken, we will promptly proceed to debit the amount of the cheque or other Instrument from your account

We may at any time advise you that we are placing a hold on a particular cheque or other Instrument presented by you. The decision to place a hold will depend on the amount and issuer of the cheque or other Instrument, the institution on which the cheque or other Instrument has been drawn, the characteristics of the cheque or other Instrument being presented, as well as the amount of funds already in your account.

*Cheques or other Instruments issued in Canadian dollars that are encoded with magnetic ink character recognition, are not damaged or mutilated, and are

drawn on Canadian financial institution may be subject to a hold for one of the following number of **business days:

Canadian	Deposit Method	Maximum Hold Duration
\$1500 or less	In-branch	4 business days
	ATM/ Night Deposit	5 business days
\$1500 or more	In-branch	7 business days
	ATM/ Night Deposit	8 business days

Non-Canadian	Deposit Method	Maximum Hold Duration
US	In-branch/ ATM/Night Deposit	21 - 30 business days
International	In-branch/ ATM/Night Deposit	30 – 45 business days

We may extend the hold period and restrict immediate access in some circumstances, including (but not limited to) where:

- An account has been open less than 90 days
- The cheque:
 - has been endorsed more than once
 - has an unauthorized change to one or more of the completed details of an originally authorized item and may include alterations to the date, amount, payee, or payor name
 - the item is stale-dated (dated six months or more after the date of the item)
- There are reasonable grounds to believe that the deposit is being made for illegal or fraudulent purposes in relation to an account

* "Cheque" also includes certified cheques, bank drafts, and other instruments

** Business day means Monday to Friday, excluding statutory holidays

We may also accept cheques or other Instruments from you on a "collection basis" only- this means that the funds will be credited to your account once payment for the items has been received from the other financial institution.

Returned Instruments

If an Instrument is returned unpaid, we will reverse the credit (and may reverse any interest paid on that credit) to your account. We may send you either notice of the returned Instrument or the returned Instrument the same way we send your statement of account.

Access to your accounts

The Credit Union may require you to come to a branch to conduct a transaction and may refuse a deposit to an account or refuse to accept any item for deposit. The Credit Union may require up to 30 days' notice for you to withdraw monies from your accounts. Access to your account may be subject to daily or

transaction limits as set by the Credit Union. The Credit Union may refuse to release funds in your account if it is required to do so by any legal authority or if in the Credit Union's opinion there is any unusual, improper or suspicious activity in the account or where there is a dispute as to entitlement to such funds or the ownership of the account. The Credit Union may also apply to court for directions or pay the funds into court. The Credit Union will be entitled to fully recover any costs or expenses incurred by it arising from any such dispute over the funds in your account.

You may have access to your accounts including access to the credit balances and overdrafts permitted in your accounts in any of the following ways:

Cheques - You may write cheques on any of your accounts unless we indicate otherwise. Your cheques are encoded with your account number and may be used with your account only. If you use the cheques for another account they may be dishonoured or delayed. We are not responsible if you write an account number on a cheque (which differs from the account number encoded on it) and it is processed according to the account number encoded on it.

Withdrawals - You can make withdrawals from your account at any of our branches or through automated teller machines. You may be required to present your Card if you want to withdraw funds in order that we may verify your identity. **You may also be asked to provide additional identification at our discretion.**

Pre-authorized payments - You may arrange with another party to have payments withdrawn from your account and sent directly to them on a regular basis.

Transfers - You can transfer funds from your account in person at any of our branches or through our Member Care Centre or Online/Telephone Banking services.

Inquiries - Account balances and other account specific inquiries are not provided over the telephone by branch staff to ensure the privacy of your information. You may use our Member Care Centre or any Online/Telephone Banking Service that we offer for these inquiries.

Interest Information

Interest is paid on accounts at rates that vary from time to time. The interest rates and manner of computing and determining the rate may change. Our current rates are available in our branches or through our telephone or Online/Telephone Banking services. If you have an interest bearing account you may not receive interest when your balance falls below a certain level.

Care and control of cheques and statements

You are responsible for the care and control of your cheques and statements. You must maintain your cheques and statement safely at all times. Your cheques are for your use only. If someone else uses them, you will be required to prove that you took all reasonable precautions to protect them.

Stop Payment

If it has not already been paid, you may ask us to place a stop payment on a cheque(s) or pre-authorized payment(s) drawn on any of your accounts. You must tell us the exact amount of the item, cheque number if applicable, date of item, payee and the account on which it was drawn. If the information you give us is not correct, if you did not give us other reasonable information when requested about the item, or the item was final and irrevocable, we will not be responsible if we are not able to effect the stop payment.

Responsibility for use of your cheques

You are in the best position to discover forged or unauthorized cheques or other Instruments drawn on your account. All transactions with your cheques will be reflected in your account, even if you did not perform or authorize the transaction. **You are responsible for all use, including any forgery, of your cheques or other Instruments, and we will have no responsibility for such use, including any forgery, unless you prove you took reasonable precautions to protect them and that you exercised reasonable care in examining your statements or transaction information.** You must promptly notify us of any forged or unauthorized Instrument or material alteration as soon as you discover it.

You agree you are responsible for verification of the authenticity and validity of all cheques and instruments both deposited and drawn on your account(s). The Credit Union shall have no duty, responsibility or obligation to review, examine or confirm the payee name, endorsement, signature, amount or other information appearing on any cheque or other instrument and you release the Credit Union from all claims concerning the number of endorsements or signatures required on any cheque or other instrument even if the Credit Union did not verify the information. For clarity, where more than one to sign is specified, this is for your own internal control purposes only. The Credit Union does not monitor for multiple signatures and may honour, rely and act upon only one authorized signature.

Statement/Record Keeping

We will provide you a monthly account statement in an electronic format which is accessible to you through your online banking service. Your first

month's statement will be displayed after sign-up however over time you will be able to view up to a maximum of 24 months of statements (based on calendar year). If you choose to receive a paper statement instead of an electronic format we will send you account statements by ordinary mail to the most recent address you have given us.

Account statements sent in an electronic format will be considered to have been received by you 3 business days after your normal statement processing date. Account statements sent by ordinary mail will be considered to have been received by you 3 business days after mailing. Undeliverable mailed statements will be available to you at your branch for pick-up. If a statement of your account is not received within 12 days after the end of the month (for that month) or for any other period that we usually prepare account statements for, you will promptly notify us.

Unless you have previously instructed us in writing, we may deliver in an electronic format or by regular mail or hand out your account statement to any person signing Part III of this Agreement or to any other individual designated by your written instructions.

The Credit Union may in connection with online banking services permit you to view and print images drawn on the account and such images may be made available before we have determined whether the instrument will be accepted. You acknowledge and agree that such images are made available by the Credit Union as a service to you and providing such an image does mean that the transaction has been processed, nor does it in any way oblige us to accept the instrument.

You will promptly and carefully examine your account transaction information in your statement. You will notify us in writing of any errors in the account transaction information or the instruments. If we don't receive notice from you within 30 days of the statement date you accept the statement update, transaction information, and instruments as valid and correct and we will be released from:

- any claim with respect to any and every item or instrument on or in the statement and;
- from any other claim for negligence, conversion, breach of trust, breach of fiduciary duty or otherwise.

Before or after 30 days we may correct:

- amounts added to your account; or
- amounts subtracted from your account as a result of a forged or unauthorized endorsement of the payee of an instrument drawn on your account.

C. Joint Accounts/Right of Survivorship

Authorization

If more than one-person signs Part III of the Agreement the following terms apply collectively and individually to each of you and to any renewals of any such accounts. We are entitled to deal with any one of you (unless otherwise specified) in regards to any and all transactions in respect of your account and your obligations under the Agreement as designated by you on Part III of this Agreement. That designation means that the designated account holder or combination of account holders:

- authorizes us to pay and charge against the account any instruments signed by the designated account holder or combination of account holders, even if the effect is to create or increase an overdraft in the account;
- may provide instructions to us to close the account
- may provide instructions to us regarding the account and the funds in the account
- any one of you may make deposits – including cash and the proceeds of any instruments to all or any of you - to the account;
- any one of you may provide instructions to place a stop payment on any Instrument which will terminate our authority to pay the instrument
- any one of you may sign receipts for vouchers, sign releases of us with respect to the account, confirm that the account is correct and validate vouchers

Your liabilities

You each jointly and severally agree with the other account holder(s) to pay any overdraft or other liability arising out of the operation of your joint account.

Survivorship

You may designate an account a joint account with right of survivorship or without a right of survivorship on Part III of this Agreement.

By signing Part III of the Agreement indicating that you want right of survivorship, you assign and transfer to all of you jointly and your survivors all moneys deposited to the account and interest on the deposit. If an account has a right of survivorship, on the death of any of you any moneys in the account may be withdrawn by the survivor or, if more than one, by the appropriate parties designated to sign on the account. Where there is a separate agreement in connection with a specific deposit the survivorship designation in that agreement shall apply.

In the case where the account involves two or more sole proprietors, the account shall be without survivorship unless otherwise designated. In the case of a partnership the survivorship shall be dictated by the partnership agreement or other document and in the absence of any other designation shall be deemed to be without survivorship. In the case of an entity and an individual the account shall be without survivorship unless otherwise designated. Where there is a separate agreement in connection with a specific deposit the survivorship designation in that agreement shall apply.

Despite the above, on the death of any account holder, the Credit Union, in its sole discretion, may refuse to release funds in an account until it receives joint direction from the survivor(s) and the legal representatives of the deceased.

D. Accounts and Services

Service Charges

We will charge our current service charges/fees for Services rendered on your account. A list of current service charges/fees is available at any of our branches. We may debit your account for any applicable service charges in the currency of the account. If you don't have enough money in the account to cover the service charges we may overdraw your account or they may be charged to any other account you have with us. Our service charges are subject to change from time to time, by notice to you, which may include posting the changes in our branches.

Use of Services

You will not use any Service for illegal, fraudulent or defamatory purposes, which could undermine the integrity of any Service.

Overdrafts (not covered by overdraft protection)

Unless we agree you may not overdraw your account. We may charge service charges and costs to your account even if such charging creates or increases an overdraft in your account. If you create or increase an overdraft in your account you must promptly repay the amount you overdraw, without notice from us. We will charge you interest at the Overdraft Rate for any amount overdrawn until you have repaid it.

If we allow you to overdraw your account, that must not be considered permission to do so again.

Set off debits against your accounts

We can apply a positive (credit) balance in any of your accounts against any debit or liability you may have in any of your accounts with us. We can set off these balances in any manner we consider necessary (unless we have specifically agreed not to) and we are not required to give you any notice.

Trust Accounts

If a trust account is designated by you; you are the trustee. The trustee is the legal owner of the account and the beneficiary is the beneficial owner of the account. We are not bound to see to the terms of the trust and are not bound to the terms of the trust.

Power of Attorney

You may appoint a Power of Attorney to act for you in respect of your account. However, the Credit Union may, in its sole discretion, require additional documentation and/or verification before accepting a Power of Attorney or acting upon the instructions of an attorney or processing any transaction by the attorney. You consent to your attorney having the same right of access to your account(s), including to any joint account(s), and including to any previous account history. You agree to indemnify and save us harmless from any claims associated with or arising from the actions of your attorney in respect to your account(s).

Dormant (Inactive) Accounts

You acknowledge and agree that your account will be designated as inactive if you have not made any contact with us (by way of withdrawal, deposit or online transaction) within a two-year period. Upon the account being designated as inactive, your ability to carry out self-service transactions (via automated teller machines, telephone and Online/Telephone Banking) will be revoked. We will communicate with you within 2 years and 5 years of your last account activity. Reasonable service charges may be charged on accounts, which are inactive. If there are insufficient funds in your account to cover the service charges which are payable by you, you authorize us to close the account without notice to you.

Foreign Currency Transactions

Any foreign currency transaction will result in the foreign currency being converted to Canadian dollars at the exchange rate in effect on a date determined by us, which may be different from the date you perform the Service.

Attachment Orders

If we receive an Attachment Order in your name the Credit Union will act on the order as required by law. We may debit your account for any amount, including partial payments, as specified in the order and we are not required to give you any notice.

If there are insufficient funds in the account to satisfy the order you authorize us to close the account without notice to you.

In addition, you agree to pay all service charges and costs charged to your account to administer the order.

Proceeds of Crime Legislation

You acknowledge that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Account and that we will adopt policies and procedures to address the reporting, record-keeping, and client identification requirements of that legislation. You agree to abide by and comply with all such laws and procedures.

Costs and Legal Fees

You agree to pay any costs to recover funds that you owe to us including legal services on a solicitor-client basis. If you fail to pay our costs, they will be charged against your account.

Waiver of Protest

You waive presentment, protest and notice of dishonour on all Instruments, which we receive in any way for discount, deposit, collection, or acceptance on your accounts. You will be liable to us for any Instrument received for your account as if it were presented, protested and given notice of dishonour in the usual way.

Limitation of Liability

Nothing in this Agreement shall limit or merge our rights under our bylaws or the Credit Union Act (Alberta) or under any other agreement; statute, regulation, or security and all our rights shall be cumulative.

Our right to cancel this agreement

We will provide notice to you that we consider to be reasonable before we close any account. We may cancel this Agreement and refuse to provide Services without notice. In all cases you must still fulfil your obligations under this Agreement. You are not relieved of your obligations until all amounts owed to us have been paid in full. This includes any interest, service charges or costs.

Eligibility

In connection with us opening an account for you, and in order to determine your eligibility for credit and other services offered by us, you authorize us to obtain credit and banking references from other financial institutions or any other credit reporting agencies and to update or make future inquiries in regard to you. We will hold such information in confidence.

This Agreement

This Agreement applies to all accounts operated by you covered by this Agreement and Services provided by us at any of our branches or offices. This Agreement is binding on us, our successors and assigns. It is also binding on you, your successors, permitted assigns and attorneys, and your heirs and personal representatives - including your executors and administrators. You must obtain our written consent to assign this Agreement and any account to another person. The singular shall be construed as

meaning the plural and vice versa where the context so requires.

Changes to the Agreement

The Credit Union may make changes to this Agreement to correct clerical errors without notice to you. The Credit Union may make other changes to the Terms and Conditions if they notify you of such changes. The Credit Union may give you this notice by posting on the Credit Union's website (if applicable) AND either by mail OR electronically if you bank electronically. Use of any of the account(s) after the effective date of the changes is your acceptance of the changes.

Electronic Communication

If you provide us with a fax number, email address, cell phone number or contact information for any electronic communication medium, you consent to and authorize us to communicate with you electronically via that medium and to accept and act upon direction received via that medium. You recognize such electronic communications may not be completely secure and you agree to accept that risk and to take the steps necessary to ensure the medium is secure. You acknowledge and agree that the Credit Union may, in its sole discretion, require additional instruction, documentation and/or verification before accepting or acting upon any electronic communication from you. You acknowledge and agree that we may not be responsible for any damages you may incur in the event that: (i) a third party obtains access to confidential information via the electronic communication exchange; or (ii) the Credit Union acts upon an authorized electronic banking transaction or communication received via that medium.

You agree that our records regarding any electronic communications will be admissible in any legal, administrative or other proceedings as if such records were original legal documents. Our records will be conclusive proof of the information contained in such electronic communications.

E. Overdraft Protection

Access to credit

If you have been approved for overdraft protection you may overdraw your account up to your Authorized Overdraft Limit by the same methods you use to access your deposit balances (see Access to your accounts in part B)

Repayment

All deposits or credits to your account to which the Authorized Overdraft Limit is attached will constitute a payment on the Authorized Overdraft Limit.

Interest and Fees

We will charge you interest at the rate of **21%** (or as may be changed from time to time) on any amount

overdrawn from or charged to your account from the date of overdraft or charge until you have repaid it.

Interest is calculated daily and compounded monthly, not in advance. Interest will be payable by you before as well as after:

- we demand payment in full;
- a breach by you of any of the terms of this Part E; or
- a judgement is made against you.

In addition, you agree to pay the costs of administration that relate to transactions that overdraw or increase the amount overdrawn in your account as well as those that relate to maintaining the overdraft limit. These fees may change from time to time.

How we apply your payment

There are no fixed repayment terms on Overdraft Protection accounts. Your account must remain active. This means there must be some form of deposit activity to your account on a regular basis. Interest (as described above) will be charged to your account on a monthly basis.

Our right to refuse credit

We may refuse credit, without notice, to allow you to increase your outstanding balance or exceed your Authorized Overdraft Limit. If we allow you to exceed your limit at any time or provide you with any other accommodation, we do not surrender our rights, including refusing to allow you to exceed your Authorized Overdraft Limit at a future date.

Providing information and security

You agree to provide, or cause to be provided at our request:

- personal financial information; and
- such security as we may require.

Right of Set-Off

We may debit any other account with us and credit to your account any payment that you are obligated to make under this agreement.

You agree to pledge all deposits and paid up shares which you now or may have with us, the proceeds of which may, upon default of your obligations contained within this agreement, may be applied by us to amounts due and owing. This is in addition to any security held by us in regard to your obligations.

Terminating your Authorized Overdraft

We may cancel your overdraft protection without notice to you if you do not comply with any of the terms in this Part E. You may cancel your overdraft protection by notice to us, but termination does not relieve you of your obligations under this Part E until

the outstanding balance has been paid in full including interest and service charges.

Life &/or Disability Insurance

Insurance is recommended for this product. You must apply for the insurance, for this product, by completing an application. Please note there are terms and conditions to qualify for this insurance product as determined by the insurance provider. Insurance premiums will be disclosed to you at the time you apply for the insurance. Your insurance coverage will commence when you pay your first premium to the insurance company.

A change of insurance provider may occur from time to time. Once notice of change has been sent to you then you are considered to have agreed to these changes upon your continued use of the service.

F. Collection and Use of Personal Information

Our ongoing commitment to respect and protect the privacy and confidentiality of our members' personal information, **including that of sole proprietors and individuals carrying on business in a partnership**, is addressed here in our Agreement. We want you to know, in plain terms, why we ask for your personal information, how we use your personal information in establishing and maintaining your relationship with us, how we keep your personal information confidential, and how you can inquire about the personal information we hold about you. For further details please consult our Privacy Code which is incorporated into this Agreement by reference.

We will limit the amount of information we collect to what is necessary to fulfill the following purposes:

- Establish your identity
- To assist in providing information about a product or service
- Assess and process an application for membership, product or service
- To assist in providing you with membership benefits or information about those benefits
- Establish, provide and administer any product, service or facility you have with us
- Tell you about product and services we think may interest you (unless you inform us not to, which you can do at any time)
- Assess your eligibility when you apply for a loan or other credit facility
- *Assist in arrangements with other organizations (such as partnerships) in relation to the promotion or provision of a product or service
- To detect and protect us against error, fraud, and other criminal activity including video surveillance on the Credit Union property
- Perform other administrative and operational tasks (including risk management, systems

development and testing, credit scoring and staff training, and market or member satisfaction research)

- Provide for an award, donation, recognition, scholarship, contest or draw
- Comply with legislative requirements, other regulations, codes and external payment systems

If you are a U.S. citizen or U.S. person, you understand that we may be required to disclose your information to the Canada Revenue Agency ("CRA") and CRA may share and exchange your information with the United States Internal Revenue Service.

If you are a resident of a country outside of Canada and the United States, you understand that we are required to disclose certain information to the Canada Revenue Agency ("CRA") and the CRA may share and exchange that information with the jurisdiction of your residency.

The Credit Union will collect personal information by reasonable and lawful means, and will not mislead members about the purpose for which information is being collected. We always disclose with our members what the purposes for which we collect, use, disclose and process personal information is for.

Personal information will be retained only as long as necessary for the fulfillment of these purposes or as required by law.

* A Credit Union partner is any person or organization that we develop a form of contractual relationship or association with to provide additional products or services to you, which we cannot currently provide. All our partner companies will sign a Confidentiality and Conflict of Interest Contract and must uphold our values.

Identification

We require one piece of positive and unaltered identification containing your picture and a specimen signature to be electronically scanned. The image will be stored electronically and used to confirm your identity as required. You may also be asked to provide additional identification at our discretion.

You understand that we have privacy standards to safeguard your information and that we will adhere to these standards as adopted or changed from time to time. You understand it is necessary to keep your information current and you agree to notify us of any changes in your information.

Why we ask for your SIN?

We ask for your SIN to comply with income tax reporting requirements under the federal Income Tax Act.

There are other purposes for which we ask for your SIN. For example, if you are applying for a loan, we will ask for your SIN to ensure an accurate match between your personal information and your credit bureau. We also ask for your SIN when applying for other products or services, such as deposit accounts or Overdraft protection.

Consent

You understand we need your consent to collect, use or disclose information gathered about you except when the law allows us to do so without your consent or where it is reasonable in the circumstances, for example, where the Credit Union receives unsolicited email or other communications from you.

You authorize, consent to, and accept this as written notice of the Credit Union collecting, using, and disclosing such information as is necessary for providing you with financial services to meet your ongoing needs, protect you from fraud and understanding potential and future member needs.

This includes information obtained and exchanged between any credit reporting agency, credit granter or other entity in connection with your account. We may continue to use this information for so long as is needed for the purposes described.

Withdrawal of Consent

You understand that you may withdraw consent at any time. You may do so by contacting any Credit Union branch or by contacting us at 403-520-8000 or 1-866-923-4778. Our staff will be pleased to explain your options and consequences of withdrawing your consent.

G. Cards

Code of Practice

I understand that the Credit Union system endorses and supports the voluntary Canadian Code of Practice for Consumer Debit Card Services and that Credit Unions are guided by the principles of the Code in administering the operation of Debit Card services. A copy of the Code is available from my Credit Union upon request.

My Credit Union remains the owner of the Debit Card. It may restrict the use of the Debit Card, or may terminate this Agreement and my right to use the Debit Card, at any time without notice. I will return the Debit Card to my Credit Union or disable the Mobile Payment Service on my mobile device upon request.

Once I have requested and first used the Debit Card, except as expressly provided in this Agreement, I will be liable for all authorized and unauthorized uses of the Debit Card by any person up to my established withdrawal limit (including funds accessible through a

line of credit or overdraft privilege), prior to the expiry or cancellation of the Debit Card. However, in the event of alteration of my Account balance due to technical problems, card issuer errors and system malfunctions, I will be liable only to the extent of any benefit I have received, and will be entitled to recover from the Credit Union any direct losses I may have suffered. I acknowledge that I will co-operate with my Credit Union in any investigation. I will not be held responsible for losses that occur due to circumstances beyond my control providing there was nothing that I reasonably could have done to prevent the losses. My Credit Union will not be liable to me for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a Point-of-Sale transaction. I understand that I must not use my Debit Card, for any unlawful purpose, including the purchase of goods and services, prohibited by local law applicable in my jurisdiction.

Membercard

Nature and Purpose of the Debit (Membercard)

Card – I will use the Debit Card only for the purpose of obtaining services as agreed upon between me and my Credit Union. On thirty days written notice, my Credit Union may add or remove the uses that are permitted. The issuance of the Debit Card does not amount to a representation or a warranty that any particular type of service is available or shall be available at any time in the future. This Agreement, and the fact that I have the use of the Debit Card, does not give me any credit privileges or any entitlement to overdraw my Account, except as provided by separate agreement with my Credit Union. All references to "Debit Card" in this Agreement include virtual Debit Card(s) registered for use with the Mobile Payment Service.

Confidentiality and Personal Identification Number and/or Passcode

I will not select an obvious combination of digits for my PIN (e.g., address, card number, Account number, telephone number, birth date, or Social Insurance Number). I understand that my Credit Union has only disclosed the PIN to me and to no one else, and I will never, under any circumstances, disclose the PIN to any other person. I will not use my PIN as my telephone or online access code. I will not keep a written record of the PIN, unless the written record is not carried next to the Debit Card and is in a form indecipherable to others. I will always screen the entry of the PIN with my hand or body.

Contactless Debit Payments (Interac Flash)

I acknowledge that my Debit Card may include *Interac Flash* contactless payment functionality. This contactless payment service allows me to perform a Transaction using my Debit Card without entering my PIN. I understand that this service is optional and if I do not wish to have this functionality enabled on my Debit Card I can contact my Credit Union and request to have the functionality disabled.

Lost or Stolen Card or Mobile Device or Compromised PIN

If I become aware that the Debit Card or my Mobile Device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN or Passcode has been made accessible to another person, I will notify my Credit Union or its agent immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended or the PIN changed. The instant such notice is received or when my Credit Union is satisfied that I became the victim of fraud, theft, or coercion by trickery, force or intimidation, my liability for further use of the Debit Card or Mobile Payment Service will terminate, and I will be entitled to recover from my Credit Union any further losses suffered by me by using the Debit Card or Mobile Payment Service.

Procedures for Addressing Unauthorised Transactions and other Transaction Problems

In the event of a problem with a Debit Card transaction, or unauthorized Debit Card transaction, other than a matter related to goods or services provided by Merchants, I will report the issue promptly to my Credit Union and the Credit Union will investigate and respond to the issue on a timely basis. My Credit Union will not unreasonably restrict me from the use of any funds subject to dispute, if it is reasonably evident that I did not contribute to the problem or unauthorized transaction. My Credit Union will respond to my report of a problem or unauthorized transaction within 10 business days and will indicate what reimbursement, if any, will be made for any loss incurred by me. Reimbursement will be made for losses from a problem or unauthorized use in this time frame if it is evident that I did not contribute knowingly to the problem or unauthorized transaction and that I took reasonable steps to protect the confidentiality of my PIN or Passcode. An extension of the 10-day limit may be necessary if my Credit Union requires me to provide a written statement or affidavit to aid its investigation.

Dispute Resolution

If I am not satisfied with my Credit Union's response, my Credit Union will provide me, upon request, with a written Account of its investigation and the reasons for its findings. If I am still not satisfied, the issue will

be referred to either a Credit Union system dispute resolution service or external mediator, as agreed upon between me and my Credit Union. Neither my Credit Union nor I will have the right to start court action until 30 days have passed since the issue was first raised with my Credit Union. Any dispute related to goods or services supplied in a Point-of-Sale transaction is strictly between me and the Merchant, and I will raise no defense or claim against my Credit Union.

Service Fees

I acknowledge that I have been advised of, and will pay, the applicable service fees disclosed by my Credit Union and in effect for services available under this Agreement. New or amended fees will only become effective 30 days after publication by my Credit Union.

Foreign Currency Transactions

I acknowledge and understand that when I conduct transactions using the Debit Card or a Mobile Device in a foreign currency, my debit instruction may be processed through one or more international electronic networks that participate in the international payments system. The instruction my Credit Union receives may ask my Credit Union to pay a stipulated amount in U.S. dollars ("USD"), regardless of the original currency of my transaction. The transaction amount between my Credit Union and me will be the amount of my transaction, plus fees charged by the owner of the automated teller machine or point-of-sale system, converted into USD (or another currency) by one or more parties other than my Credit Union (each, a "Third Party"). Foreign currency conversions completed by Third Parties occur at rates that my Credit Union does not set, and which may include revenue, commissions or fees of those Third Parties. As a result, the cost of currency conversion may not be known to me or to my Credit Union or precisely determinable in advance or until the amount of the transaction is charged to my Account. More than one currency conversion may be completed by Third Parties before my transaction is processed by my Credit Union. The amount charged to my Account will be the USD value of the instruction received by my Credit Union. If the transaction is conducted on an Account denominated in Canadian dollars, the amount charged to my Account will be the amount of the USD instruction received by my Credit Union, converted to Canadian dollars at my Credit Union's sell rate for purchase of USD in effect at the time of the conversion. Currency conversions will be completed when and at rates in effect when the transaction is processed by my Credit Union, which may not be the same rate in effect when I conduct the transaction or when it is completed. Any fees or markup charged by my Credit Union in addition to the

conversion rate and fees charged by Third Parties must be disclosed by my Credit Union as per the 'Fees' section of this Agreement.

Evidence of Transactions

A paper transaction record dispensed mechanically by using the Debit Card constitutes a record of my instructions. Whether such a transaction record is issued or not, it is my responsibility to verify that the transaction has been properly executed by checking my Account activity on a regular basis. In the absence of evidence to the contrary, the records of my Credit Union are conclusive for all purposes, including litigation, in respect of any instructions given by me to my Credit Union through the use of the Debit Card; the contents of any envelope deposited by me into an automated teller machine; the making of a withdrawal, deposit or transfer through the use of the Debit Card; and any other matter or thing relating to the state of Accounts between me and my Credit Union in respect of any electronic transaction.

Scope of Agreement

This Agreement replaces any prior agreement governing the use of the Debit Card and the PIN, but does not replace or supersede any agreement or provision of any agreement relating to any loan, credit facility or the operation of any Account. This Agreement applies to any Account specified herein and, as well, to any other Account designated by me from time to time for use in connection with the Debit Card or Mobile Payment Service.

Termination of Agreement

My Credit Union remains the owner of the Debit Card. It may restrict the use of the Debit Card, or may terminate this Agreement and my right to use the Debit Card, at any time without notice. I will return the Debit Card to my Credit Union or disable the Mobile Payment Service on my mobile device upon request.

Mobile Payment Service

The Mobile Payment Service allows Credit Union Debit Card holders to perform Point-of-Sale transactions using a Mobile Device ("Mobile Payment Service").

a. Eligibility Requirements

In order to use the Mobile Payment Service, I must: (a) be an Authorized User on an Account in good standing with my Credit Union; (b) have a Mobile Device; and (c) meet any other requirements for the access and use of the Mobile Payment Service that are specified by my Credit Union. "Mobile Device" means a mobile device that is capable of being used in connection with the Mobile Payment Service.

b. Sale or Disposal of Mobile Device

If I intend to sell, give away or dispose of my Mobile Device I must delete the credit Union Mobile Payment/Mobile Banking application from my Mobile Device.

c. Termination or Suspension of Mobile Payment Service I may terminate my use of the Mobile Payment Service at any time by contacting my Credit Union. My Credit Union may terminate or suspend my use of the Mobile Payment service for any reason at any time without notifying me in advance.

d. Mobile Device Security

I am prohibited from using the Mobile Payment Service on a Mobile Device that I know or suspect has had its security or integrity compromised (e.g. where the device has been "rooted" or had its security mechanisms bypassed). I will be solely liable for any losses, damages and expenses incurred as a result of my use of the Mobile Payment Service on a compromised device. I further acknowledge that I will properly maintain the security of my Mobile Device used in conjunction with the Mobile Payment Service by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches and anti-virus and anti-spyware programs

e. Location-based Services (only applicable if Mobile App is used in conjunction with Location-based Services)

I acknowledge that the Mobile Payment Service may be used in conjunction with location based services, and agree that my Credit Union may collect, transmit, process, display, disclose, maintain or use location based data.

f. User Licensing Terms

I agree that I will not copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Payment Service or any part of the Service. I will not license, sublicense, market or distribute the Mobile Payment Service, or provide any copies to a third party. I will not attempt to reverse engineer, decompile, disassemble or make error corrections to any part of the Mobile Payment Service, and I will not use any part of the Mobile Payment Service to gain access to interconnecting software applications to do the same.

g. Jurisdiction

I acknowledge that this Agreement is subject to the laws and jurisdictions as defined by my Credit Union, irrespective of where I downloaded or enabled the Mobile Payments Service. I understand that my

Credit Union may monitor and enforce compliance with these terms.

h. Warranties and Liabilities

I acknowledge and agree that: (a) my Credit Union does not warrant the operability or functionality of the Mobile Payment Service or that it will be available to complete a transaction; (b) my Credit Union does not warrant that any merchant will offer the payment method accessed through the Mobile Payment Service; and (c) my Credit Union does not guarantee the availability or operability of any wireless networks or of any mobile device. I understand that I should keep my physical Debit Card with me to use in the event the Mobile Payment Service is unavailable for whatever reason. Furthermore, I explicitly exclude my Credit Union, all partners and associated service providers from all liability whatsoever in relation to the Mobile Payments Service, and by extension their respective directors, officers and employees, including, without limitation, any liability in relation to the sale, distribution, use or the performance or non-performance of the Mobile Payments Service. I acknowledge and confirm ownership of the respective intellectual property rights by my Credit Union, its partners and associated service providers.

ATM Access

Unless I have made other arrangements with my Credit Union, amounts credited to my Account as a result of deposits using the Debit Card will not be available for withdrawal until the deposits are verified and negotiable items such as cheques are honoured. Withdrawals or transfers initiated using the Debit Card will be debited to my Account at the time they are made. I will not deposit any coins, worthless, counterfeit or fraudulent items to my Account into any automated teller machine or using my Mobile Device, and will pay to my Credit Union any damages, costs or losses suffered by my Credit Union as a result of any such deposit.

You agree that our records, including any records maintained electronically of transactions you make such as a withdrawal, transfer of funds or deposit, including the contents of any envelope carried out through the use of the Card will be considered to be correct and will be accepted as evidence in the event of any disputes. However, you will be entitled to challenge any transactions that appear to be in error or incomplete in accordance with the terms of this Products and Services Agreement.

First Cheque Global Payment Card When using the First Cheque Global Payment Card for purchases, the sales agreement is between you and the merchant. Any disputes relating to goods or services obtained through the use of the Card is settled with the merchant directly.

Renewal of First Cheque Card - The First Cheque Global Payment Card is imprinted with an expiry date after which the card is no longer valid. Your card is automatically renewed 2 months before the expiry date unless otherwise notified by you or us.

Lost or Stolen First Cheque Card - In the event that the card is lost or stolen, you agree to notify our agent or us immediately. Your liability for unauthorized use of the lost or stolen card prior to such notification shall be limited to \$50, provided you have made notification immediately and in accordance with this Products and Services Agreement (subject to Provincial Legislation).

First Cheque Card Liability at Account Closure - You accept full responsibility for all outstanding First Cheque transactions authorized by you that may be presented for payment after the closure of your account.

H. Online/Telephone Banking Services

Use of Online/Telephone Banking Services

You may use the Online/Telephone Banking Services to access any permitted account. When using Online/Telephone Banking Services, you 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.

Debit Your Account

We will debit your Account from time to time on receipt of your instructions, transmitted from the use of Online/Telephone Banking Services, in the amount stated in those instructions. You agree:

- It is your responsibility to maintain sufficient funds in your account to meet all such debits and that we are not required to notify you of any shortfall.
- If there are not sufficient funds in your Account, we may advance funds from any other Account you have with us.

Limitations

You agree that Online/Telephone Banking Services will be available only on an "as is" and "as available" basis. We offer the Online/Telephone Banking Services to improve accessibility to you. However, the provision of Online/Telephone Banking Services is dependant in part on communication lines and other third party equipment and service. You agree that we will not be liable for any delay, loss, damage (direct, indirect, or consequential) or inconvenience whatsoever caused by, or arising from, the provision of or failure to provide service, for any reason whatsoever.

We strictly manage access to its services, financial systems, and databases using technological and procedural systems to ensure security is not breached; this includes physically ensuring all our computer hardware and telecommunication systems. Internet communication involves a risk of interception by third parties.

We use industry standard security techniques that include the Secure Socket Layer (SSL) and encryption to help ensure that your personal and financial information is protected while in transit between the Equipment and our Server.

Safe Computing Practises

You share in the responsibility for the security of the Online Banking Service. The computer you use may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the Internet. To reduce the chances of harm, you should ensure that any computer you use to access Online Banking Services (including a computer at work, the library, an Internet cafe or another public place) has an up-to-date anti-virus program, anti-spyware program and a firewall. To prevent unauthorized access to your Accounts, you must sign off of Online Banking and close your browser as soon as you are finished.

Confidentiality of PAC

The confidentiality of the PAC must be maintained and you will under no circumstances disclose it to any other person. A physical record of the PAC is not to be kept whether in writing or otherwise, including without limitation, in electronic form, by voicemail, or email. For security reasons we recommend that you change your PAC on a regular basis, such as every 90-120 days. Further to this, we recommend that you do not use numbers that are part of your PIN, easy to guess, or that are based on personal information.

You agree to notify us immediately, in writing, if your PAC becomes known to anyone else.

You are liable for all unauthorized use of the PAC (whether fraudulent or otherwise) until notification is made and acknowledged in writing by us.

On Line Security Guarantee

In the event of a problem with an online banking transaction or an unauthorized online banking transaction, you agree to report the issue promptly to the Credit Union. We will investigate and respond to the issue on a timely basis. We will respond to reports of a problem or unauthorized transactions within 10 business days and will, within a reasonable period of time, indicate what reimbursement, if any, will be made for any loss incurred by you. Reimbursement will be made for losses in the time frame provided you have complied with this agreement and the Online Banking Service

Agreement and it is shown that you took all reasonable and required steps to:

- Cooperate fully with the investigation
- Protect the confidentiality of the PAC as required by the Agreement and the Online Banking Service Agreement
- Used security safeguards to protect against loss, theft, and unauthorized access as required by the Agreement and the Online Banking Service Agreement

Transaction Processing

Except for those Transactions, which are authorized to take effect on a future date (which can be revoked prior to such date), once the PAC is used by you to conduct a Transaction by accessing Online/ Telephone Banking Services, you may not revoke or stop any such Transaction once the Transaction request has been processed.

When you use Online/Telephone Banking Services to make bill payments from the Account, transfer funds to another member's account or otherwise transfer funds out of the Account, you are responsible for ensuring the accuracy of any bill account number, member account numbers, or other recipient account numbers to which you intend 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 resulting from you providing the wrong account number. The Credit Union will not be responsible or obligated to retrieve or return such funds to you.

The Credit Union reserves the right to apply daily limits and transaction limits.

Terminating Your Online/Telephone Banking Account

Either you or us may cancel your Online/Telephone Banking Services account with notice however, that notice will not have effect on debits made prior to date of termination.

Bill Payments

Bill payments made prior to 8:30 P.M. MST on a business day will be forwarded to the creditor, designated by you, the next following business day. Most creditors will update your account information within 3 business days. A business day excludes a Saturday, Sunday or Alberta or national statutory holiday. Your instructions to make a bill payment are final once authorized by you and may not be stopped or reversed.

If there are not sufficient funds in any account we will not remit partial bill payments. We will not be liable for any late charges, interest, costs, or any other damages assessed by a bill payee against you, or otherwise incurred by you, except where those costs are the result of the failure of us to meet our obligation

to forward payments as required by this Products and Services Agreement.

We are not responsible for any dispute between you and any supplier of goods or service.

Records of Transactions

You agree that our records, including any records maintained electronically of transactions carried out through Online/Telephone Banking Services will be considered to be correct and will be accepted as evidence in the event of any disputes. However, you will be entitled to challenge any transactions that appear to be in error or incomplete in accordance with the terms of this Products and Services Agreement.

Interac e-Transfer Services

The Credit Union makes Interac e-Transfer Services available to you. If you use the services in the future, your use of that service will then act as your acceptance of the agreement to be bound by the applicable terms of the Agreement and the Online Banking Services Agreement.

I. Mobile Banking Services

Use of Mobile Banking Services

You may use your Mobile Banking Service to view your balances, account history, transfer between accounts, pay bills, view messages, access the Interac e-Transfer Service and Deposit Anywhere™ Service.

Fees

The Credit Union does not charge you for using Mobile Banking Services. There may, however, be fees assessed by your mobile carrier for sending and receiving text messages. You are responsible for contacting your mobile carrier to determine whether any fees may apply.

Limitations

You agree that Mobile Banking Services will be available only on an 'as is' and 'as available' basis. We offer the Mobile Banking Services to improve accessibility to you. However, the provision of our Mobile Banking Services is dependant on communication lines and other third party equipment and service. You agree that the Credit Union will not be liable for any delay, loss, damage (direct, indirect or consequential) or inconvenience whatsoever caused by, or arising from, the provision of or failure to provide service, for any reason whatsoever.

Security

We strictly manage access to our services, financial systems, and databases using technological and procedural systems to ensure security is not breached. The Credit Union will not transmit account numbers by mobile communication. Mobile

communication involves a risk of interception by third parties. You agree that the Credit Union will not be liable for any interception of mobile communications by third parties.

You share in the responsibility of the security of the Mobile Banking Services, including maintaining responsibility with regards to access to your mobile phone. If your mobile phone is misplaced, you are responsible for ensuring that the Mobile Banking Services are disabled. Mobile Banking Services can be disabled on the Administration screen of the Credit Union's Online Banking. If your mobile phone has been permanently lost or stolen, you are responsible for deleting Mobile Banking Services access on that phone, contacting your mobile service carrier and following your mobile service carrier's recommended procedures. You agree that the Credit Union will not be liable for any loss or damages of any kind from the disclosure of banking information from third party access, authorized or unauthorized, to your mobile phone.

Terminating Your Mobile Services Account

Either you or us may cancel your Mobile Banking Services with notice.