

CREDIT UNION TERMS AND CONDITIONS FOR FINANCIAL SERVICES - PERSONAL

Please take a few minutes to carefully review this document – it contains important information about your account(s), as well as customer and Credit Union responsibility and liability. Use of the account(s) is acceptance of these Terms and Conditions

1. **INTERPRETATION** – For the purposes of the Financial Services Agreement – Personal and the Personal Account Opening and Specimen Signature Agreement and other account opening documents, as the case may be, you and the Credit Union shall refer to the Credit Union. I, me, my and us refer to the Applicant(s). The singular shall be construed as meaning the plural and vice versa when the context so requires. These Terms and Conditions shall extend to and be binding on my estate, heirs, executors, administrators, successors and permitted assigns. Unless specifically provided otherwise, all contracts and other dealings between me and the Credit Union will be governed by the laws of the jurisdiction where the Credit Union's head office is located.

If there is a conflict or inconsistency between these Terms and Conditions and the terms of any other agreement or document I have with you related to my account(s), these Terms and Conditions will prevail. However, it will not be considered a conflict or an inconsistency if the other agreement or document contains additional terms, conditions, or provisions (including any rights, remedies, covenants, representations, or warranties) that are not included in these Terms and Conditions. Any additional terms, conditions, or provisions will remain in effect.

2. **THESE TERMS AND CONDITIONS** – I understand and agree that these Terms and Conditions will apply to each personal account opened for me at the Credit Union and that I should read and retain them. I will be provided with a copy when the account is opened. They replace all prior Terms and Conditions of Financial Services for personal accounts. I understand you may make changes to these Terms and Conditions from time to time. If I am a youth under the age of 13 or my parent or guardian has signing authority on my account(s), I understand my parent or guardian will be provided with a copy of these Terms and Conditions.

I understand that if you waive a breach of any part of these Terms and Conditions, it does not mean that you are waiving the term itself and all parts of these Terms and Conditions will remain valid and unchanged. If you fail to exercise, or if you delay exercising, any of your rights under these Terms and Conditions, it will not be a waiver of your rights and it will not prevent you from exercising your rights again in the future.

3. **ATTACHMENTS** – Any attachments form part of the account opening documents and these Terms and Conditions apply.
4. **CHANGES TO THE AGREEMENT** – You may make changes to this Agreement to correct clerical errors without notice to me. You may make other changes to the Terms and Conditions if you notify me of such changes. You may give me this notice by posting on the Credit Union's website AND either by mail, statement message, or electronic communication. My use of any of my account(s) after the effective date of the changes is my acceptance of the changes.
5. **FAIR DEALINGS** – The Credit Union is committed to fair dealing and transparency in its customer relationships. It will provide relevant and meaningful information in an understandable manner so that I am able to make informed decisions regarding the products and services the Credit Union offers. To assist the Credit Union in meeting this commitment, I will identify my financial needs, provide information relevant to those needs and keep that information current at the Credit Union. To obtain further details about the Credit Union's Market Code or complaints process, please contact the Credit Union.
6. **PRIVACY** – Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights and to obtain details about how I may access, correct, or withdraw my consent I understand that I can contact the Credit Union, Attention: Privacy Officer. Contact information for the Privacy Officer may be obtained from any branch or the Credit Union's website.

7. **COLLECTION AND USE OF INFORMATION** – In providing financial services to me, I understand you will be collecting and gathering personal, financial and credit information from me (Information) to: (i) to verify and/or authenticate my identity; (ii) better understand my financial situation and my needs and eligibility for products and services and manage my relationship with the Credit Union; (iii) open, maintain and administer my account and provide me with financial services that meet my needs and to conduct research and surveys to assess my satisfaction with the Credit Union, its products and services; (iv) obtain credit reports and evaluate my credit rating and credit worthiness and check references, or to verify my identity; (v) to administer and manage security and risk in relation to my account and the financial services provided to me; (vi) comply with legal and regulatory requirements; (vii) assist in dispute resolution; (viii) offer and provide me with the other products and services of the Credit Union and of its partners, affiliates and service suppliers.

I understand that you require and may use my Social Insurance Number as an aid to identify me with credit bureaus and other financial institutions for credit matching purposes and for income tax reporting purposes on interest bearing or investment accounts. I understand that the provision of my Social Insurance Number for credit matching purposes is optional and not a condition of service.

I understand that you need my consent to collect, use and disclose Information gathered about me except when the law allows you to do so without my consent. For that purpose, I authorize, consent to, and accept this as written notice of your obtaining, gathering, copying, scanning, updating, using, disclosing, sharing or exchanging such Information about me at any time for the purposes described including from or with any credit bureau, credit grantor or other entity in connection with my account and any relationships between us or those which you or I wish to establish and including with Credit Union partners, affiliates or service suppliers for the purposes described in (viii) above. You may use this Information for so long as it is needed for the purposes described. I understand that I can ask you to stop using my Information to offer me other products or services at any time. I also understand that I may request that you stop using my Social Insurance Number for credit matching purposes at any time.

I understand it is necessary to keep my Information current and I agree to notify you of any changes in my Information, including my tax residency information and United States Person status.

For the purpose of this authorization, your partners, affiliates and service suppliers mean Credit Union partners, affiliates and service suppliers that are engaged in the business of providing services or products to the public in Canada including but not limited to, deposits, financing arrangements, credit, charge and payment card service, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, education and consulting services.

To assist in providing financial services, the Credit Union may use cloud providers or other service providers located outside of Canada. In the event a cloud provider is used or a service provider is located outside of Canada, Information may be processed and stored outside of Canada and foreign governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the foreign jurisdiction.

If I am a US citizen, or I am a tax resident of the United States or another foreign jurisdiction, I understand the Credit Union may be required to disclose my Information to the Canada Revenue Agency ("CRA") and CRA may share and exchange my Information with government, tax and other regulatory authorities of the foreign jurisdiction.

8. **USE OF ACCOUNT** – I agree to only use my account(s) for personal, household, or family banking purposes. I will not use my account(s) for any illegal, fraudulent, or improper purpose. I will also not use my account for any business that I own or have an interest in.

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| <p>9. ACCOUNT STATEMENTS – You may send statements relating to the operation of my account(s) to me by mail with or without cheques or other instruments at my address or make such statements available to me in electronic format. If I wish to receive my statements in electronic format only, I will indicate that to you. When I ask you to provide statements in electronic format only I understand I will no longer receive paper statements. Electronic statements will be available online for a limited time from the statement date. Should I require a permanent record I will print or save a copy of any statements I require. If I change my address or any other contact information, I will advise you within 30 days. Should you not be able to contact me, for the purpose of communicating with me I consent and agree to you contacting any Alternate Contact I have provided for the purpose of locating or making contact with me.</p> <p>I will examine my statements and tell you of any errors, irregularities, or forgeries. Unless such errors, irregularities or forgeries are brought to your attention in writing or through email if I have electronic access, I understand and agree that after the 30 days have expired from when I am deemed to have received it, the statement and the balance shown on it are considered correct and that all payments and transactions are genuine and properly charged against my account(s). If I do not contact you within 30 days, I understand I will release the Credit Union from all claims in respect to the account(s) and I will have no claim against you for reimbursement even if the item charged to my account was forged, unauthorized or fraudulent. I understand I will be responsible for all cheques or other items which clear my account including forged or unauthorized items, even if I have notified you within the 30 days described above, unless I can prove I took all reasonable precautions to prevent the forgery or unauthorized item and the resulting loss. I understand I am deemed to have received each statement 5 days after the mailing date or the date upon which it was made available to me electronically. However, I understand that this 30 day period applies even if my statement is delayed or I do not receive my statement for any reason. It is my responsibility to ensure I receive my statement and I will contact you if I have not received my statement for any reason within 10 days of the date upon which I would normally receive my statement. Where the account is joint you may send statements to one of us. You may utilize electronic imaging and retention in connection with my account transactions and need not provide me with original instruments.</p> <p>10. LIABILITY OF THE CREDIT UNION – The Credit Union is not liable for any delay, loss, damage or inconvenience which results from providing or failing to provide a service except where such loss results from technical problems, errors, system malfunctions for which the Credit Union is solely responsible and are the result of the Credit Union's negligence or willful misconduct. The Credit Union is not responsible for any failure, error or delay by any third party. Under no circumstances is the Credit Union responsible for any indirect, consequential, special, aggravated or punitive damages, however caused to me or suffered by me regardless of how caused. The Credit Union is not responsible for any errors which result from me incorrectly providing any account number, dollar amount or other information required for the operation of my account(s).</p> <p>11. ACCESSING MY ACCOUNT(S) – I understand I may access my account within your branches, through designated automated machines (ATMs), direct payment terminals, via telephone or through internet banking or other electronic and mobile banking services or mediums. I acknowledge that the terms of any ATM, member or debit card agreement or any electronic services agreement or the like will also apply when I access my account through the services or mediums described in such agreements. I acknowledge that you may require me to come to a branch to conduct a transaction and that you may refuse a deposit to an account or refuse to accept any item for deposit. You may require up to 30 days' notice for me to withdraw monies from my accounts. Access to my account may be subject to daily or transaction limits as set by you. You may refuse to release funds in my account if you are required to do so by any legal authority or if in your 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. I understand the Credit Union may also apply to court for directions or pay the funds into court. I agree the Credit Union will be entitled to fully recover any costs or expenses incurred by you arising</p> | <p>from any such dispute over the funds in my account. I understand that you will not be liable to me for any damages, losses, or inconvenience that I claim as a result of your decision to place restrictions on my access to my account(s).</p> <p>12. PROTECTION OF ONLINE BANKING INFORMATION – If I have access to my account(s) through internet banking or other electronic or mobile banking services or mediums, I acknowledge that the terms of any electronic services agreement or the like will apply and includes obligations to keep my online information confidential and to ensure the security of any device that I may use.</p> <p>13. DEPOSITS AND HOLDS – I may make deposits to any of my accounts when you are open for business, through ATM, or electronically if available, and I have agreed to the terms of any required electronic access agreement. You may decide which of my accounts to credit any deposit to if I do not indicate the appropriate account. All deposits credited to my account(s) are subject to clearing and final payment. At your discretion you may place a hold on a deposit to determine if it will be honoured when presented for payment. Notwithstanding that a hold may have been placed on a deposit, if a cheque or other credit item is returned to you unpaid for any reason, during or after the hold is released, you may charge the amount of the returned cheque or item, plus any interest which may have accrued and all expenses, fees and charges you may have incurred in attempting to collect the cheque or other item to my account(s).</p> <p>14. DEBITING MY ACCOUNT – You may debit my account(s) for all cheques, bills of exchange or other instruments and any authorized debit transactions, whether electronic, voice response, written or otherwise, and may carry out any of my instructions in connection with my account(s). You may charge and debit my account(s), whether single or jointly owned, for any debt I owe to you, whether it is a joint or sole liability. Should any instruments received by you for my account(s) be lost or stolen or otherwise disappear from any cause, other than your negligence, you may charge them to my account(s). I acknowledge and agree that you will not be responsible to examine or assure yourself of the regularity or validity of any endorsement or signature appearing on any cheque or other instrument. I agree that you will not be responsible for any claims relating to the regularity or validity of any endorsement or signature made by me or any third party.</p> <p>15. FEES – You may charge your usual fees and charges for the operation of my account(s) and conducting transactions at the rates established by you from time to time. You may debit my account(s) from time to time for the amount of such fees and charges even if this creates or increases an overdraft. I understand you will give 30 days' notice of any change in fees or charges.</p> <p>16. INACTIVE ACCOUNTS – My account will be considered inactive if I do not complete a transaction or request or acknowledge a statement of account for a period of two years. If my account(s) becomes inactive, you may require me to visit the Credit Union and present acceptable proof of my identity and my address in order to reactivate my account(s). You may consolidate my inactive accounts as you see fit.</p> <p>17. CLOSING MY ACCOUNT – You may close my account(s) without notice to me if I do not operate my account(s) or conduct my business at the Credit Union in a satisfactory manner, for example if I maintain an unauthorized overdrawn balance due to NSF cheques or debit items or outstanding service charges or I use the account(s) for illegal purposes or, if, in your opinion, there is illegal, unusual, improper or suspicious activity in my account(s) that you believe exposes the Credit Union to unacceptable risk.</p> <p>You may close my account(s) without reason by giving me at least 30 days' notice. I understand that you will not be liable to me for any damages, losses, or inconvenience that I claim as a result of your decision to close my account(s).</p> <p>You may close my inactive accounts(s) and handle any unclaimed balances in accordance with applicable laws.</p> |
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If my account(s) is closed for any reason, I will pay you any amounts owed, including any interest, fees, charges, or other amounts. I will also be responsible for any payment instruments that return to you after my account(s) is closed. You may apply any of my funds to any debt of mine to you.

18. **APPOINTING AN ATTORNEY** – I understand I may appoint a power of attorney to act for me in respect of my account(s). 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. I consent to my attorney having the same right of access to my account(s) as I do, including to any joint account(s), and including to any previous account history. I agree to indemnify and save you harmless from any claims associated with or arising from the actions of my attorney in respect of my account(s). If I change my power of attorney, you may continue to rely on the existing power of attorney until you receive written notice, or other satisfactory indication, that my power of attorney's authority has been terminated.

19. **OVERDRAFTS** – If I wish Overdraft Protection I understand I must apply and be approved for it. Every account does not come with Overdraft Protection. If I have been approved for Overdraft Protection with my account, I can borrow up to the limit set by the Credit Union (the "Limit"). The Credit Union may change the Limit or terminate the Overdraft Protection at any time, at its sole discretion, on notice to me. Once terminated, Overdraft Protection is no longer available to me.

I can use the Overdraft Protection if there are not enough funds in my account(s) to cover a cheque or other debit item I have authorized or a withdrawal I have made up to the Limit. I may access the Overdraft Protection by writing cheques or by any other debit transaction I initiate all of which shall be considered an advance or loan to me. All deposits or credits to my account or a linked deposit account to which the Overdraft Protection is attached will constitute a payment on the Overdraft Protection and for the purposes of The Personal Property Security Act shall constitute a debtor initiated payment.

I will pay the Credit Union interest on all amounts advanced up to the Limit from the date of the advance, as well after as before maturity, default or judgment at the rate of interest charged by you from time to time for Overdraft Protection and any Overdraft Protection charges established by the Credit Union from time to time. If not paid, the Credit Union may advance on the Overdraft Protection to pay such interest. I agree to pay the amount owing on the Overdraft Protection including interest Upon Demand by the Credit Union. If I default on payment, I agree to pay the charges applicable to Overdraft Protection.

If I overdraw the approved Overdraft Protection Limit or if there is no Overdraft Protection on my account I promise to pay upon your request any amounts that overdraw my account(s) ("an overdraft") which you in your absolute discretion may permit together with interest on such overdraft at the interest rate charged by you from time to time and any overdraft charges established by the Credit Union from time to time. You may transfer from any of my accounts including any joint account such funds as are necessary to pay any such overdraft.

The Overdraft Protection rate and any overdraft rate, if different, is posted at the Credit Union and identified in statements or publications made available to me. Interest accrues daily and is payable monthly.

Any Overdraft Protection is subject to the applicable lending policy on qualification and approval.

20. **ELECTRONIC COMMUNICATION** – If I provide the Credit Union with a fax number, email address, cell phone number or contact information for any other electronic communication medium, I consent to and authorize the Credit Union to communicate with me and provide notices to me electronically via that medium and to accept and act upon direction received via that medium. I recognize such electronic communications may not be completely secure and I agree to accept that risk and to take the steps I deem necessary to ensure the medium is secure. I 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 me. I acknowledge and agree that the Credit Union may not be responsible for any damages I 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 unauthorized electronic banking transaction or communication received via that medium.

I acknowledge that I am aware of the risks of unsolicited emails, telephone calls, and text message transmissions from persons purporting to be the Credit Union's representatives. I agree not to respond to such unsolicited communications and will immediately inform the Credit Union of any such communications. I will only initiate communications with the Credit Union through the Credit Union's internet banking website or through published contact information as shown on the Credit Union's website or in branch.

21. **SPECIMEN & ELECTRONIC SIGNATURE** – My signature on the Financial Services Agreement, the Personal Account Opening and Specimen Signature Agreement or on identification or other documentation I may present to the Credit Union, as the case may be, may be taken by you as a specimen signature for the purposes of dealing with my account(s). You may require me to complete other specimen signature cards as may be necessary. Account opening documents may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

22. **STOP PAYMENTS** – If I ask you to "stop payment" on a cheque or other debit item whether in writing, orally or electronically, I understand you will use reasonable diligence to meet my request, however, you cannot guarantee the stop payment will be effective. If I ask you to stop payment I will provide you with as much information as possible to identify the cheque or other item including my account number, the amount, date, payee and number of the cheque or item. I understand my instructions must be received in sufficient time for you to act on my instructions. If I ask you to stop payment on a cheque or other item, I agree to indemnify you and hold you harmless for all expenses, costs, damages and liability which may arise from the stop payment request, whether it is effective or not, including without limitation any expenses, costs, damages or liability for:

- a. refusing to pay the cheque or item;
- b. making payment of the cheque or item contrary to the stop payment request whether as a result of timing, notice, inadvertence, accident, equipment failure or otherwise.

23. **PRE-AUTHORIZED DEBIT ARRANGEMENTS** – I may make arrangements with a third party to have payments withdrawn from my account and sent directly to that third party on a regular basis. I recognize that such arrangements are separate arrangements between me and the third party and that I must ensure that the account information which I provide to the third party is accurate and that I am responsible to notify the third party of any relevant changes to my account information. I also acknowledge that the Credit Union's role with respect to any claim I may make for reimbursement of any pre-authorized debit for consumer goods and services is solely to forward the complaint to the proper authority under the Payments Canada Rules related to such arrangements.

24. **DISHONoured CHEQUES OR DEBIT ITEMS** – You may debit my account(s) for all dishonoured cheques or other debit items or transactions of any kind which may have been deposited to my account(s) and which are not paid on presentation. I agree to pay any service fees or charges in connection with a dishonoured cheque or other item. I waive presentment, protest and notice of the dishonour of each such document where there is an endorser other than me.

25. **DIGITAL IMAGES OR ELECTRONIC REPRESENTATIONS – REMOTE CHEQUE CAPTURE** – I acknowledge that digital images or electronic representations of cheques or other instruments may be made or captured and used by financial institutions involved in the exchange or clearing of payments, in which case the original paper item may be destroyed and not returned to me. The Credit Union is entitled to act

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upon such images or representations for all purposes as if they were paper items. The Credit Union may reject any cheque or other instrument that does not comply with the Credit Union's policies and standards. If I have cheques printed by a vendor not approved by the Credit Union or use security features or otherwise complete the cheque or other instrument in a manner that causes critical data to disappear or obscure upon imaging, I agree to bear the risk of any loss, damage or expense.

26. **PAYMENTS CANADA** – You may use clearing arrangements made pursuant to the Bylaws and Rules of Payments Canada as amended or adapted from time to time in all dealings with my account(s). You are not responsible for any loss occasioned by using such clearing arrangements nor for any delay or failure to exercise your rights or powers under such clearing arrangements.

27. **FOREIGN CURRENCY TRANSACTIONS** – I understand 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 the Credit Union, which may be different from the date I request the transaction. If a foreign currency transaction must be reversed, for any reason, I agree that I will be responsible for any loss or cost associated with the currency exchange, and you may charge this loss or cost to my account. I also agree the Credit Union is not responsible for any increase or reduction in the value of my account due to changes in foreign currency exchange rates or for the unavailability of funds due to foreign currency restrictions.

For outgoing wire transfers to a country whose currency is different from the currency in my account and where I do not request that you convert the outgoing currency to foreign currency, I understand that the currency conversion may be conducted by one or more third parties, including intermediary financial institutions, or may be rejected. These third parties may set the rates for the currency conversion and may charge a commission or fee for this conversion service and for processing the wire transfer. These third party rates, commissions, and fees will be deducted from the amount of the wire sent or received even if the wire transfer is returned or rejected.

28. **JOINT ACCOUNTS** – If I have a joint account with one or more other persons:

- a. The account(s) shall be issued and held jointly as joint tenants with right of survivorship unless otherwise designated. Where there is a separate agreement in connection with a specific deposit, the survivorship designation in that agreement shall apply;
- b. If the account has a right of survivorship that means that if one of us dies, all money in the account automatically becomes the property of the survivor(s), subject to the credit union's statutory right of set-off. After my death, the Credit Union will only have obligations with respect to the account to the survivor(s), and anyone else making a claim against the account must deal with the survivor(s). Upon the death of the primary account holder, the Credit Union, in its sole discretion, may require the account(s) to be closed and re-opened in the survivor's name. Despite the above, if one of us dies, the Credit Union, in its sole discretion, may refuse to release funds in our accounts until it receives joint direction from the survivor(s) and the legal representatives of the deceased. If the account is owned jointly without survivorship, upon the death of one of us, the account shall be paid upon joint direction from the remainder of us and the legal representatives of the estate of the deceased. The Credit Union is authorized to release any information related to my joint account(s) or other joint dealings with the Credit Union to the legal representative of the deceased joint owner up to the date of death. I indemnify and hold the Credit Union harmless from any responsibility, claim or loss whatsoever arising from or relating to the payment of funds from my joint account;
- c. I will immediately notify you if one of the other joint account holders dies.

- d. Unless otherwise designated, the survivor is entitled to any and all insurance on the account;
- e. You will credit the joint account with deposits made or endorsed by any one or more of us, or deposits that you receive from any one or more of us, whether such deposits are payable to one or more of us;
- f. I am jointly and severally liable for all charges and overdrafts imposed or payable with respect to my account(s) even if the charge or overdraft was solely caused by the act or omission of the other joint account holder(s);
- g. Unless otherwise designated on any other signing authority document any of us may give instruction on the account including instruction to close the joint account, withdraw or write cheques or other debt items, stop payment or process other authorized debit transactions, whether electronic, voice response, written or otherwise, on any account. Such withdrawal or payment is valid and shall release and discharge the Credit Union from any liability. I understand that such other signing authority document needs to be signed by all joint account holders. Where more than one to sign is specified in any signing authority document, this is for my purposes only and I understand and acknowledge the Credit Union does not monitor for multiple signatures and may honour, rely and act upon only one authorized signature. Notwithstanding the signing authorities for the account, the Credit Union may require all joint account holders to confirm instructions regarding the account or the funds in the account;
- h. I acknowledge each of us will have access to all of the account history and transaction details for this account and I agree to this access being provided by the Credit Union;
- i. If I am declared mentally incompetent or incapable of managing my affairs, I consent to my legally appointed representative having the same right of access to the joint account as I did. I agree you may rely on a legally appointed representative who is acting for any one of us;
- j. I also understand and agree that for the purposes of ascertaining and recording identity on and providing specimen signatures that my personal information may be recorded with and disclosed to other joint account holders.

29. **TRUST ACCOUNT** – If a trust account is designated in the account opening documents, the Applicant is Trustee. The Trustee is legal owner of the account. I understand that the Credit Union is not required to recognize anyone other than the Applicant as having an interest in the account. Where the Credit Union opens an account which has been designated as a Trust Account or similar designation, whether for a specified party or not, the Credit Union will continue to accept all instructions respecting the account only from the Applicant and is not obliged to obtain any consent from or see to the execution of a trust for any other person absent a specific written agreement by the Credit Union to the contrary.

30. **ESTATE ACCOUNT** – If an estate account is designated in the account opening documents, the Applicant is the executor or personal representative of the estate in that capacity. You may require estate documentation to release funds from any account(s) upon the death of the Applicant. Estate documentation means any document that may be required by you, in your sole discretion, and may include a Death Certificate, notarial Last Will and Testament or Court Grant.

31. **YOUTH ACCOUNT** – Youth account includes any account for youths or students. If a youth account is designated in the account opening documents, the youth is the Applicant and owner of the account and entitled to deposit and withdraw from the account. If a parent or guardian is to have withdrawal or investment privileges such privilege shall be designated in the Attachment for Youth Account or by such other lawful order or direction to the Credit Union. Where the youth is a minor, a parent or guardian may be required to sign an indemnity in favor of the Credit Union.

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32. **INDEMNITY** – If my statements, instruments, debit memos and vouchers are lost, stolen or destroyed, I shall accept your records as conclusive proof of the correctness and authenticity of the items or entries so recorded therein and agree to hold you free from all liability and to indemnify and save you harmless from any loss, claim or demand made upon you as a result of such loss, claim or demand. I also agree to hold you free from all liability and to indemnify and save you harmless from and against all liabilities of any nature, including reasonable defense costs, that may at any time be incurred by you, or be brought against you by any person, regulatory authority, or government authority, and that may in any way arise out of or be connected in any way to my account(s). If you are entitled to make any claim under this indemnity, you may pay the claim from my account(s). If there are not sufficient funds in my account(s), I agree to pay the amount of the claim and you may apply monies held for me in any other account with you, including joint accounts, other than a registered account, to eliminate or reduce such claims. This indemnity will continue indefinitely after the closure of my account(s).
33. **ASSIGNMENT OF CLAIMS** – In the event you reimburse me for a loss caused to me by a third party, I agree that my legal claim against that third party will automatically be assigned to you so that you may pursue the loss against that third party. I also agree to sign a formal assignment agreement at your request.
34. **RECORDS** – You may create and retain such records as necessary to comply with legal and regulatory requirements including retention of telephone or electronic instructions.
35. **ASSIGNMENT OF ACCOUNT** – No assignment of any account other than to you is valid or binding upon you.
36. **ASSIGNMENT OR SALE BY CREDIT UNION** – The Credit Union may, in its sole discretion, transfer, by way of assignment, arrangement, sale or otherwise, any or all of its rights under this Agreement. In the event of such a transfer, I agree that you may disclose my Information relating to my account(s) to the transferee.
37. **RELATIONSHIPS AND THIRD PARTY TRANSACTIONS** – The Credit Union will disclose to me any relationships with intermediaries or affiliates that are relevant to a product or service offering prior to product acquisition. If a product supplied is acquired from a third party, the Credit Union will disclose the relevant relationship at the time of product inquiry and/or product acquisition. The Credit Union may receive compensation from the sale of third party products or services to me.
38. **THIRD PARTY DEMANDS** – I understand that you will comply with any lawful third party demands that you receive and that you may be required by law to restrict access to my account(s). You may, but you do not have to, notify me when you receive a third party demand before you comply with it. Any payment that you make to a third party claimant in good faith will be a discharge of your obligation to the extent of the amount paid.
39. **SEVERABILITY** – Each provision of these Terms and Conditions is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.
40. **INTELLECTUAL PROPERTY** – I understand that you are the owner of all intellectual property rights on each of your website pages in online banking. This includes your website pages accessed by mobile devices. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on your website or through mobile banking apps are your property and may not be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, without express written permission except for personal and non-commercial use, including viewing, printing or archiving electronic copies of my account(s) activity.