

alterna bank

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ONLINE ACCESS AGREEMENT
(The “Agreement”)

In exchange for CS Alterna Bank (“Alterna”) permitting the client to use the Services, the client agrees to the following terms and conditions:

1. Definitions

“Access Terminal”

means any device used to access any of the client’s Accounts including, without limitation, an automated teller machine, a computer, a portable hand-held device, or a telephone including any form of mobile telephone;

“Account”

refers to any account of the client with Alterna and includes any account on which the client is a Signing Authority;

“Biometric Identifier”

means a feature that uses client’s biometric information such as fingerprints, facial features, or voice that is available (i) on some Equipment allowing client to unlock or otherwise access the Equipment, and that is approved and supported by Alterna; and, (ii) on some Services, allowing you to access such Services;

“Debit Card”

refers to a card that Alterna may issue to you with a unique card number, which may be used with your Personal Identification Number (PIN) to access your account through an automated teller machine (ATM) or point-of-sale (POS) terminal;

“Eligible Bill”

means a bill that is of a class specified by a by-law, a Rule or a standard made under the *Canadian Payments Act*, and defined therein as an ‘eligible bill’. For greater certainty, under this Agreement, an Eligible Bill supporting an Official Image, must be a paper-based Instrument, complete and regular on its face, immediately payable to the client as payee, and may be either a cheque, bank draft, or credit union official cheque, denominated in Canadian Dollars and drawn on a financial institution domiciled in Canada or the United States, as and if applicable. For the purposes of this Agreement, third party instruments that were either delivered to the client with the payee in blank and endorsed over to the client and post-dated Instruments shall not qualify as Eligible Bills. Further, any Instrument that has been in

any way transferred to the client from anyone other than the drawer, endorsed over to the client, or altered after being drawn shall not qualify as an Eligible Bill;

“e-Transfer Answer”

refers to the word or phrase created by the sender of a money transfer and used by the recipient to claim or decline the money transfer using Interac® e-Transfer Services;

“e-Transfer Contact Information”

refers to the electronic contact information, including without limitation an email address or telephone number, used in sending and receiving of a money transfer using Interac® e-Transfer Services;

“e-Transfer Notice”

refers to the electronic notice sent to the recipient of a money transfer, when such money transfer is sent using Interac® e-Transfer Services. The e-Transfer Notice may be read by using an Access Terminal;

“Equipment”

refers to the equipment, such as a personal computer or mobile device, which when used in combination with the Password, provides access to the Services;

“Interac® e-Transfer Services”

refers to the money transfer service provided by the Interac Association (‘Acxsys Corporation’) that facilitates the sending and receiving of money transfers (using including without limitation email or text message) to and from participating financial institutions, and/or the Acxsys Corporation payment service, and which is made available to a client as part of the Service;

“Instrument”

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

“Official Image”

means an electronic image of an Eligible Bill, either created in accordance with the provisions of this Agreement or that otherwise complies with the requirements to permit negotiation and clearing of that Eligible Bill in accordance with the by-laws, standards or Rules of the Canadian Payments Association;

“Password”

refers to the personal password selected by the client for the client's use, which, when used with the Equipment, permits access to the Services. If the Equipment or Service is accessible with a Biometric Identifier, then any reference to Password includes such Biometric Identifier;

“Remote Deposit Service”

means the remote deposit capture service provided by the Alterna, and accessed through the Services, that allows the client, using an Access Terminal and/or any other means authorized by Alterna in its sole discretion from time to time, to create, transmit, and receive to the benefit of Alterna an Official Image for deposit to the Account; and

“Rules”

means the published rules and standards of the Canadian Payments Association as amended from time to time;

“Services”

refers to all services available through the use of the Password in combination with the Equipment, currently known as Alterna Online Banking. These services include but are not limited to the services listed below:

Services are as listed below but not limited to:

- Chequing and Savings Accounts (Canadian and US Dollar)
- Credit Facilities (Loans, Line of Credits, Mortgages, Overdraft)
- Term Deposits
- eStatements, Cheque Images, Bill Payments, Transfers, e-Transfers, Me-to-Me Transfers, Alerts, Mobile Banking services, Deposit Anywhere;

“Signing Authority”

refers to any person authorized to sign on an Account;

“Transaction”

refers to any transaction performed using any of the Services.

2. Use of Services

The client may use the Services to access any authorized Account and to conduct Transactions as may be permitted with respect to any such Account. When using the Services, the client will not be permitted to transfer funds out of any Account on which more than one signature is required to authorize a Transaction, unless prior authorization is received in writing from all Signing Authorities. The client agrees to follow the instructions of Alterna in effect from time to time with respect to the use of the Services.

When a Password is used to conduct any Transaction, the authorization given at the time of the Transaction will be treated as if it was given by the client in person and in writing, and the client agrees to be bound by each such Transaction. The client irrevocably authorizes and directs Alterna to debit or credit, as the case may be, the amount of any Transaction to the Account or Accounts designated at the time of the Transaction, in accordance with Alterna normal practices. Alterna practices respecting the debiting or crediting of any Transaction under any of the Services may be revised from time to time with or without notice to the client.

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

The client agrees to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions. The client further agrees to diligently supervise and monitor the conduct and work of all agents having any role in the preparation of the client's Instruments, the client's reconciliation of the statement of account for the Account, or other banking functions.

3. Limitations

The client agrees that the Services will be available only on an "as is" and "as available" basis. Alterna offers the Services in order to improve the accessibility of Alterna to its clients.

However, the provision of Services is dependent in part on communication lines and other third party equipment and services. The client agrees Alterna 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 Services or the malfunction or failure to operate any software or equipment for any reason whatsoever. In no event will Alterna be liable for any personal injury, or property damage or any loss of business or profit or other indirect or consequential damages whatsoever.

4. Confidentiality of Password and e-Transfer Answers

The Password is for the client's use alone and may not be assigned or transferred. The client agrees to keep the Password confidential and not to disclose it to any person other than to a Signing Authority on an Account. Alterna is not responsible for unauthorized access to accounts online or losses that occur as a result of you voluntarily disclosing your passwords, or the careless or improper handling, storing or disclosure by you of this information. The client acknowledges the Password must be unique and not easily guessed or obtained by others, including not using the client's date of birth, name, telephone number, social insurance number, the name of anyone in the client's family or sequential numbers such as "1234". The client must not select a Password that is the same as any

personal identification number (PIN) that the client uses with a Debit card or credit card issued to the client.

For security reasons, Alterna recommends that each client change their Password on a regular basis, such as every 90 to 120 days. The client acknowledges that if the Password becomes known to anyone, confidential information about the client's Account may be accessed and Transactions conducted. Alterna will not be responsible for unauthorized Transactions in circumstances in which the client has failed to keep the Password confidential or has failed to follow the instructions contained in this Section 4.

The provisions of this Section 4 apply as well, with the necessary modifications, to e-Transfer Answers.

5. Transaction Verification and Records

All Transactions are subject to verification and acceptance by Alterna, and if not accepted will be reversed from the Account. Verification may take place on a date later than the date the client authorized the Transaction, which may affect the Transaction date. Alterna records of each Transaction, and Alterna accounting records, will be deemed to be correct, and will be conclusive and binding upon the client. Any record of a Transaction generated by the Services will be for the client's convenience only. If the client believes that Alterna records contain an error or omission, the client must give written notice of the suspected error or omission to Alterna as soon as discovered or at latest 30 days from receipt of any statement or record containing such error or omission. If Alterna does make an error or omission for any reason, with respect to the recording of any Transaction, the liability of Alterna will be limited to the amount of the error or omission in recording, plus any applicable service charges that may have been charged to the client by Alterna. Specifically, the client agrees that Alterna will not be liable for any other loss, or any loss of business or profit or any other damage (direct or indirect or consequential) or delay or inconvenience whatsoever caused by or arising from any such error or omission.

6. Service Fees

Alterna will establish service fees for use of the Services and/or for conducting Transactions and may change these service fees from time to time.

In Québec, these changes will be done in accordance with the notification of change procedure described in s. 11 of this Agreement.

The current schedule of fees in effect from time to time, is available on Alterna's website at www.alternabank.ca and can also be obtained at an Alterna branch. The client authorizes Alterna to deduct any applicable service fees from any Account. The client acknowledges that the service fees established by Alterna for use of the Services and/or for conducting Transactions may be in addition to the fees or charges of third party service providers whose services are made available as part of the Services and Alterna is also authorized to

deduct those service fees or charges from any Account if required to do so by the third party service provider as a condition of making that service available.

7. Transaction Processing

When the Password is used to conduct a Transaction by accessing the Services, the client may not revoke or stop any such Transaction once the Transaction request has been processed.

8. Client's Liability

The client agrees to notify Alterna immediately if the client becomes aware of unusual, suspicious or fraudulent activity on any Account, a mobile device used to conduct banking with Alterna is lost or stolen, or if the Password becomes known to anyone other than the client or a Signing Authority on the Account.

The client will be (a) responsible and liable for compliance with this Agreement, and (b) liable for all Transactions concluded using the Services. Notwithstanding the forgoing, the client will not be liable for unauthorized Transactions that occur after the client has notified Alterna that the client's online or telephone banking has been compromised or that the Password has become known to someone else, provided Alterna is able to confirm the date and time of the report and the clarity of the information provided in the client's notification.

9. Termination

Alterna may, at any time or with a prior 60-day written notice in Québec, withdraw permission to use any of the Services, or cancel or alter any of the Services without being liable for any loss resulting from such action. The termination of Services for any reason will not relieve the client of any obligations under this Agreement with respect to the Services.

10. Changes to Agreement

Alterna may change elements of this Agreement at any time by giving notice to clients, including but not limited to:

1. Definitions
2. Use of Services
3. Limitations
4. Confidentiality of Password and e-Transfer Answers
5. Transaction Verification and Records
6. Service Fees
7. Transaction Processing
8. Client's Liability
9. Termination

10. Changes to Agreement
11. Changes to the Services
12. Other Agreements
13. Mobile Banking
14. Execution
15. General
16. Bill Payment
17. Transfers to another Canadian Financial Institution service
18. *Interac*[®] e-Transfer Services
19. Remote Deposits

Alterna will notify clients of a change to this Agreement by following the notification of change provisions of the client's account opening agreement. The client's continued use of the Services after the notice is sent means that the client agrees to and accepts this Agreement as amended. If the client does not agree to a change in this Agreement, they are at liberty to refrain from using the Services; however, any use of the Services after the posting of a notice will bind the client to the amended terms of this Agreement.

11. Changes to the Services

The client understands that Alterna may, without advance notice, add, remove or change any part or feature of the Services or elements of its website at any time in accordance with the procedure set out in Section 10 of this Agreement.

12. Other Agreements

The terms and conditions of any agreements between the client and Alterna regarding any Accounts shall remain in full force and effect and shall apply to each Transaction, except as expressly modified by the terms of this Agreement. If there is a conflict between any provision of any of these other agreements and this Agreement, this Agreement will prevail. This Agreement is in addition to and distinct from the Personal Deposit Accounts Agreement, which governs your chequing and savings accounts.

13. Mobile Banking

The client acknowledges that access to the Services through Mobile Banking or through an Electronic Device that restricts the amount of content available to be viewed may not have all of the features, functionality, information or content available through other websites, and the client agrees that regular access to the Services should be through a website that does not have any such restrictions.

14. Execution

This Agreement may be executed electronically after notice of this Agreement has been posted on our website, alternabank.ca. Use of Services shall be deemed to be acceptance of the terms and conditions hereof as of the date of first use.

15. General

If the client is the joint holder of an Account, then each joint holder of that Account will be jointly and severally liable for all Transactions conducted using the Services with respect to that Account.

16. Bill Payment

A client can only make a bill payment from Accounts that are available via the Services for this purpose. If a client gives an instruction, including a future-dated instruction, to make a bill payment from an Account, the client acknowledges that although funds will be withdrawn from their Account on the date they instruct, the biller may not receive the bill payment amount on the date the funds were withdrawn. It is the client's sole responsibility to ensure that their bill payments are requested so that there is sufficient time prior to their due date to be processed by Alterna and by the biller.

Alterna is not responsible for any disputes a client may have with a biller including if that biller (i) does not credit the client for a bill payment for whatever reason, (ii) charges the client fees, interest, or penalties, or (iii) does not supply goods or services purchased or the goods or services are not suitable.

The client must make sure that all information Alterna requires (including, but not always limited to, account numbers and payee names) to complete any bill payment instruction is accurate. Alterna may, without notice, update such payee information if that biller tells Alterna of a change or if Alterna deem it to be necessary. Alterna may, without notice, decline or refuse to act on an instruction given or purported to be given by a client, including if Alterna believe that a client or the recipient of any bill payment or any transfer utilizing Interac® e-Transfer Services is engaging in fraudulent, unlawful or improper activity, or that an error or mistake has occurred.

17. Transfers to another Canadian Financial Institution service

Should the client decide to make use of the transfers to another Canadian financial institution service, he/she will accept that the required account information is automatically made available to a third party processor for the purpose of processing transfers.

18. Interac® e-Transfer Services

Should the client decide to make use of Interac® e-Transfer Services, the client acknowledges and agrees that:

1. The Account will be debited as soon as the client initiates a transfer and Alterna may hold the transfer amount until the recipient successfully claims the transfer or the transfer is cancelled. Alterna has no obligation to and will not pay interest on the transfer amount. To the extent permitted at law, Alterna is deemed to have a security interest in the transfer amount from the time the Account is debited until the recipient successfully claims the transfer or the transfer is cancelled;
2. Transfers sent and received through the Interac® e-Transfer Service are subject to number and dollar limits that may change from time to time without prior notice to the client;
3. As the sender, the client will create an effective e-Transfer Answer that is known only to the client and the intended recipient;
4. As the sender, the client will keep the e-Transfer Answer confidential and will not disclose it or share it with anyone but the intended recipient;
5. As the sender, the client will not use email or any optional message that may accompany the transfer to send the recipient the e-Transfer Answer;
6. Alterna, the other participating financial institution, and Interac® ('Acxsys Corporation') or Acxsys Corporation's agents are entitled to pay the transfer amount to anyone who, using the Interac® e-Transfer Service, claims to be the recipient and successfully provides the e-Transfer Answer;
7. As the recipient, the client will not disclose the e-Transfer Answer except as required to claim or decline the transfer;
8. Without limiting the generality of Section 3, Alterna will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or otherwise obtaining the e-Transfer Answer;
9. Without limiting the generality of Section 3, Alterna will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a transfer or for transfers claimed by someone other than the intended recipient;
10. Alterna will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by Alterna, Acxsys Corporation, or a participating financial institution;
11. The client will not use Interac® e-Transfers for any purpose that is unlawful, fraudulent or contrary to the terms set out in this agreement;
12. The client will not attempt to impersonate any person or misrepresent his or her identity for the purpose of sending or receiving transfers through the Interac® e-Transfer Service; and
13. The client is responsible for reviewing the status of any e-Transfer sent using the e-Transfer Service by checking his/her payment history in Online Banking.

19. Remote Deposits

Should the client decide to make use of the Remote Deposit Service, the client acknowledges and agrees that:

1. Solely for the Remote Deposit Service, Alterna appoints the client as its agent, to act on behalf of Alterna in the creation and transmission of an Official Image to Alterna, and any other related duties that may be required by Alterna, all in accordance with the Rules and applicable legislation governing Instruments. In this context, transmission to and receipt by Alterna of the Official Image will have the same effect as if the Instrument was delivered to a branch of Alterna for negotiation and clearing. The client acknowledges and agrees that this role as agent cannot be further delegated by the client. Further, the client acknowledges and agrees that the client shall be personally responsible and liable for:
 - a. ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill;
 - b. maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images; and
 - c. verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to Alterna of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service;
2. Alterna may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of Alterna, subject to the Account Agreement and any policies of the Alterna governing Instruments;
3. The creation of an Official Image will be done using a method authorized by Alterna, in its sole discretion, from time to time. Further, the client agrees to take all proper and necessary precautions to prevent any other person from purporting to create or transmit an Official Image to the credit of the client's Account;
4. Nothing in this Agreement obliges Alterna to accept for deposit any item whether it is or purports to be an Official Image. Alterna shall not purport to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by the client from anyone other than the drawer of that item, or that is in any way altered. If the client has any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then the client shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to Alterna, and fully disclose all material facts known by the client relating to that item and fully cooperate with any inquiry or investigation of the concerns;

5. Under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars, drawn on a financial institution domiciled in Canada, as and if applicable, in the sole discretion of Alterna from time to time. The client shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account;
6. Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to the client;
7. Any Transaction made on any day or at any time during which Alterna is not open for business, may be credited to the Account on the next business day of Alterna;
8. Once an Official Image of an Eligible Bill has been transmitted to Alterna through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless the client is requested to do so by Alterna in writing. Further, the client agrees to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, the client agrees to indemnify and hold Alterna and its service providers and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the client's use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. The client must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, the client will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection;
9. On transmission of an Official Image of an Eligible Bill to Alterna, the client is responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill. (For example: this can be done by writing "void" or "paid" or placing a diagonal stroke across the face of the item with a pencil, pen, or brightly colored highlighter.) For a period of 120 days after transmission of the Official

Image to Alterna, or such shorter period as stipulated by Alterna in writing, the client shall retain and produce to Alterna on written request the original of all imaged Eligible Bills, if the client receives a written request to retain or produce, the client will comply with the written request, and shall, if requested, produce, by delivering to Alterna, the original of all specified Eligible Bills within 5 business days of such request. If the client fails to comply with the written request made pursuant to this provision, then Alterna can place a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after an Official Image has been transmitted to Alterna through the Remote Deposit Service or such shorter period as stipulated Alterna in writing, and provided that the client has verified a credit to the Account that reconciles to the Official Image transmitted, the client agrees to immediately proceed with destruction of the original of the Eligible Bill. Destruction methods include shredding, pulping, burning, or any other means that ensures that the original Instrument cannot be reused;

10. The client is responsible for any and all costs associated with obtaining a replacement Instrument in the event that Alterna requests that the client re-transmit an Official Image in accordance with 8 above, and the original Instrument was destroyed in accordance with 9 above or otherwise lost;
11. In Alterna's sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to the client after the client uses the Remote Deposit Service to transmit an Official Image, including to advise the client of the receipt by Alterna of an Official Image. To receive such electronic notices, the client must provide the applicable contact information required by Alterna;
12. An electronic notice, if any, sent in connection with the Remote Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by Alterna or that the Account will be credited;
13. Alterna reserves the right to remove the Remote Deposit Service from the client's Access Terminal at any time and without notice and at Alterna's sole discretion; and
14. Alterna will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or Alterna requiring the client to obtain another Instrument.

ADDITIONAL TERMS OF THE ALTERNA BANK ONLINE ACCESS AGREEMENT: ACCESS TO THIRD-PARTY ACCOUNTS AND ID VERIFICATION

The external account linking feature (“**Access Feature**”) offered by Alterna **Bank** (“**Alterna**”) allows **clients** (“**you**” or “**client**”) to access your accounts at supported financial institutions other than Alterna (“**Third-Party Institutions**”) as supported by the Access Feature. By using the Access Feature you agree to these additional terms (“**Additional Terms**”), which are incorporated into and made part of your Online Access Agreement. Capitalized terms not defined in these Additional Terms have the same meaning as in the Online Access Agreement. Alterna provides the Access Feature to you through services provided by Flinks Technology Inc. (“**Service Provider**”).

1. **Third Party Institution Accounts. By using the Access Feature and providing the Service Provider with information (such as your client number, Personal Identification Number, or password) to access an account at a Third Party Institution (“Third Party Account”), you authorize Alterna to access information related to the Third Party Account on your behalf and represent and warrant to Alterna and its Service Provider that you are authorized to access the Third Party Account.**
You authorize Alterna to, and consent to, the collection and use of information about the Third Party Account such as account information. We will use the Third Party Account information that we collect through your use of the Access Feature to link your Third Party Account with your Alterna Account and use the information to verify your identity, and for other purposes identified in our Privacy Policy available at <https://www.alternabank.ca/OnlinePolicies/SecurityAndPrivacy/>.
2. **Acceptable Use. You may not use the Access Feature for any unlawful purpose or to access any account that you do not own or that you are not authorized to access. You may not use the Access Feature in any manner that causes, or could cause, harm to third party systems including those of Third Party Institutions or the Service Provider.**
3. **Disclaimer of Warranties. You agree that:**
 - (a) Your use of the Access Feature and all information, data, and other content collected and used by and accessible from the Access Feature is at your sole risk. The Access Feature is provided on an "as is" and "as available" basis. Alterna and its Service Provider expressly disclaim all warranties of any kind related to the Access Feature, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
 - (b) Alterna and its Service Provider make no warranty that: (i) the Access Feature will meet your requirements, (ii) that your ability to use the Access Feature will be uninterrupted or timely, or that the Access Feature is error-free, or (iii) any errors in the Access Feature will be corrected.

- (c) Alterna or its Service Provider may add or remove supported Third Party Institutions or Third Party Accounts, or any other feature of the Access Feature, at any time in their sole discretion.
- 4. **Limitation of Liability. Alterna is not liable to you for any direct, indirect, incidental, special, consequential or exemplary damages or for any inconvenience, financial loss, or loss of data arising from or related to:**
 - (a) your use, or inability to use, the Access Feature; or,
 - (b) Third Party Accounts.
- 5. **Indemnification. You agree to hold Alterna and its Service Provider harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) arising out of or related to:**
 - (a) your breach of these Additional Terms;
 - (b) your use of the Access Feature or any Third Party Account; and,
 - (c) your violation of any law or the rights of a third party (including a Third Party Institution).