

## ONLINE ACCESS 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;

#### "Services"

refers to all services available through the use of the Password in combination with the Equipment, currently known as Alterna Online Banking;

#### "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;

#### "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;

#### "Signing Authority"

refers to any person authorized to sign on an Account;

#### "Transaction"

refers to any transaction performed using any of the Services.

#### “ABM 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 banking machine (ABM) or point-of-sale (POS) terminal.

#### “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.

**“*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 telephone) 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.

**2. Consent to Electronic Communications**

The client consents to the use of the Services by Alterna for the purposes of providing the client with the following information and authorizes the use of the Services for these purposes to take effect immediately:

- i. Account statements and information;
- ii. notice of changes to the Personal Deposit Accounts Agreement terms, including changes to any interest rate(s), service charge(s), and operating conditions of the Account;
- iii. communications from Alterna about terms and conditions applicable to the Account; and
- iv. any other confirmation, notice or information that Alterna is required by law to provide the client in writing relating to the Account.

The client may revoke their consent to the use of the Services at any time by calling 1-866-560-0120 during operating hours or by notifying Alterna in writing at 319 McRae Avenue, 2nd Floor, Ottawa, ON K1Z 0B9. Alterna will confirm that it has received the client’s revocation and specify when the revocation takes effect in writing through electronic or paper delivery.

The client will be able to print and/or save any document made available by Alterna through the Services. The client is responsible for retaining for its records a copy of all such documents and information in respect of the Account made available by Alterna through the Services. The length of time the documents and information will be available to the client through the Services will be clearly explained on the website. If any document and/or information in respect of the Account is no longer available through the Services, the client can contact Alterna to request a copy.

### **3. 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, if available. The client will indemnify Alterna for all liability or loss arising out of any such Transaction.

### **4. 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.

### **5. Confidentiality of Password and e-Transfer Answers**

The Password is for the member's use alone and may not be assigned or transferred. The member 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 member acknowledges the Password must be unique and not easily guessed or obtained by others, including not using the member's date of birth, name, telephone number, social insurance number, the name of anyone in the member's family or sequential numbers such as "1234". The member must not select a Password that is the same as any personal identification number (PIN) that the member uses with an ABM card or credit card issued to the member.\

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.

## **6. 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.

## **7. 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. The current schedule of fees in effect from time to time, is available on Alterna's website at <https://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.

## **8. 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.

## **9. 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 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.

## **10. Termination**

Alterna may, at any time without notice, 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.

## **11. Changes to Agreement**

Alterna may change this Agreement at any time by giving notice to clients. Alterna will notify clients of a change to this Agreement by posting a notice on our website [www.alternabank.ca](http://www.alternabank.ca). The client's continued use of the Services after the notice is posted 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.

## **12. 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 the website at any time.

## **13. 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.

## **14. 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.

## **15. Execution**

This Agreement may be executed electronically after notice of this Agreement has been posted on our website, [alterna.ca](http://alterna.ca). Use of Services shall be deemed to be acceptance of the terms and conditions hereof as of the date of first use.

## **16. 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.

## **17. 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.

## **19. *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 4, 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;
13. The client is responsible for reviewing the status of any e-Transfer he or she sends using the e-Transfer Service by checking his/her payment history in Online Banking.