



## Coast Capital Savings Federal Credit Union

### Personal Account and Services Agreement

*Effective on our continuation under the Bank Act.*

*Since we're always striving to be better, please note we may make administrative changes, including the layout, before this Agreement becomes effective.*

This Agreement sets out the legal terms of the relationship between us (CCS) and you (our member) relating to your personal accounts and the services we provide to you.

Please read this Agreement and Your Everyday Guide. If you have any questions about this Agreement, Your Everyday Guide, your accounts, or the services we provide to you, please call our Contact Centre (1-888-517-7000), refer to our website at [www.coastcapitalsavings.com](http://www.coastcapitalsavings.com), or visit any branch.

**By signing your Application, opening or using any of your accounts, or using any of our services, you agree to the terms of this Agreement.**

This Agreement has the following parts:

Part A	Definitions
Part B	Your Accounts
Part C	Joint Accounts
Part D	All Accounts and Services
Part E	Your Card and E-services
Part F	Overdrafts
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the internet, your mobile phone, your telephone, or other technologies.

**Identity** - Your name, user name, personal access number, or other means by which we identify you for your use of a service. An Identity, together with a Proof of Identity, allows access to E-services.

**Instrument** - A cheque, bank draft, money order or other bill of exchange, order for payment, promissory note, security, electronic debit or credit, or other payment instrument (whether negotiable or non-negotiable), including pre-authorized deposits or debit payments.

**Losses** - All damages, liabilities, losses, claims and costs of any nature, including fines, penalties, administrative monetary penalties, and all expenses reasonably incurred in the defense of any claims.

**Mobile phone** - Your mobile phone or other mobile device.

**Our team** - Us, and our affiliates, our direct and indirect agents, service providers and suppliers, and the directors, officers, employees and agents of each of our team members. Our team does not include any third parties with whom you contract for third party services.

**PIN** - Your personal identification number for use with your Card, assigned by us or chosen by you.

**Proof of Identity** - Your password, PIN, personal access code, or other means by which we verify your identity. Proof of Identity may include answers to security questions, and may include the use of fingerprints, voiceprints, facial recognition, or other biometric means. An Identity, together with a Proof of Identity, allows access to E-services.

**Records** - Your eStatements, paper statements or paperless transaction history, and any other records that we provide or make available to you in connection with your accounts or our services.

**You, your and yours** - The member named in the Application or, for joint accounts where two or more persons are named in the Application, any or all of those persons.

**Your Everyday Guide** - Our publication with information about your accounts and our services, including applicable fees and interest rates. We may change Your Everyday Guide from time to time. You may obtain a copy of the

#### A - Definitions

This Part A has definitions for terms that we use in this Agreement.

**Agreement** - Collectively, this Agreement, your Application, and any additional agreements or terms for particular services we provide to you.

**Application** - The documents you sign or otherwise accept when you apply to become a member of CCS and to open or change your accounts.

**Card** - A CCS member card that we issue to you.

**CCS** - Coast Capital Savings Federal Credit Union and its subsidiaries and affiliates.

**Contact Centre services** - Our telephone-banking services, available through our Contact Centre (1-888-517-7000).

**Coast Mobile Banking** - Our mobile banking services, available on your mobile phone through our app, our mobile-enabled website, and our text services.

**Coast Online Banking** - Our internet-banking services, available through your computer.

**E-services** - Coast Online Banking, Coast Mobile Banking, Contact Centre Services, Card services, and any other services we offer to you from time to time, available through

current version of Your Everyday Guide on our website, by calling our Contact Centre, or by visiting any branch.

**We, us and our** - Refer to CCS.

## **B - Your Accounts**

### **1. Your accounts**

You may open any number of personal deposit accounts. You may only use your accounts for your personal banking needs. If you use an account to carry on a business, we may charge you business banking service fees, and we may close your account or change your account to a business account.

### **2. How you make deposits to your accounts**

You may deposit funds to your accounts in person, by direct deposit or electronic transfer, by sending us digital images of cheques or other instruments using methods that are acceptable to us, by mail, or in any other manner acceptable to us from time to time. We may, but are not required to, credit to your accounts deposits made by any person on your behalf. All deposited instruments must be payable to you or to bearer. You authorize us to endorse in your name any instrument deposited without endorsement. We may not accept for deposit instruments which bear a prior endorsement (because we may be unable to verify that endorsement). Digital images of cheques and other instruments may be made or captured by us, or our agent, and also used by other financial institutions in connection with the exchange and clearing of instruments and the settlement of payments. We may deal with images as if they were paper items and the original paper item may be destroyed and not returned to you. All deposits are subject to verification of the source of funds and to our policies on the acceptance of deposits. We may change those policies from time to time without notice. We may refuse to accept any deposit to your accounts.

Our Hold Funds Policy - We may place "holds" on deposits until the funds clear. If your deposit is held, you will not be able to access those funds. Our Hold Funds Policy provides more information about holds on deposits. You agree to our Hold Funds Policy. We may change the Hold Funds Policy from time to time. The current version of the Hold Funds Policy is available on our website. You may also obtain a copy by calling our Contact Centre or visiting any branch.

Returned instruments - If you deposit an instrument to your account, we may provide you with immediate credit, and attempt to collect payment on that instrument. If the instrument is returned to us unpaid, we may reverse the credit and any interest paid on that credit. If the reversal involves a currency exchange, you will pay any cost or loss associated with the currency exchange. Fees, commissions and spreads may also apply. See "If you purchase foreign currency" in section D-3. Anyone we hire (such as a financial institution or courier) to effect the collection of an instrument will be deemed your agent, not our subagent.

Chargebacks - We may debit your account for any amount that we determine, in our discretion, was credited to the account, or otherwise paid to you or on your behalf, as a result of an error or any instrument which may be forged, fraudulent, or unauthorized in any way, including as a result of a material alteration or any forged, fraudulent, unauthorized, missing, or incomplete endorsement or signature, or for which we are unable to receive irrevocable settlement or payment, in each case together with all

associated losses. This will include the amount of an instrument payable to another person which is missing endorsements, or which has forged, fraudulent, or unauthorized endorsements, and the amount of an instrument for which any party is bankrupt or insolvent. This will also include any instrument which is dishonoured, unpaid, or paid and subsequently returned. You will immediately repay any overdraft caused by such debit, together with interest. We may make any other adjustments to your account to give effect to the above.

### **3. How you access money in your accounts**

You may access money in your accounts in any of the following ways:

Withdrawals - You can make withdrawals from your account at any of our branches or through ATMs. You may be asked to present your Card to withdraw funds. You may also be asked to provide additional identification. We may require you to notify us 5 days before you make a withdrawal, or to provide such other prior notice as we may reasonably require.

Card payments - You can use your Card to pay for goods and services (unless you have a type of Card with limited privileges that does not allow you to use the Card to pay for goods and services, such as a Card that only allows you to make deposits).

Cheques - You can write cheques on any of your chequing accounts unless we indicate otherwise. Your cheques are encoded with your account number and may only be used with your account. If you use your cheques for another account they may not be accepted. We may refuse to accept a cheque with written account instructions that differ from the encoded account number, and we are not responsible if it is processed according to the encoded account number.

Pre-authorized debits (PADs) - You can arrange with another person (a payee) to have payments withdrawn from your accounts (debits) and sent directly to them on a regular basis. If a debit to your account does not comply with your agreement with the payee of the debit, or you revoked that agreement, or you did not receive any required pre-notification, then you may have certain rights to reimbursement under Payments Canada's rules. We will not accept a claim unless it is made in compliance with those rules and within the time periods specified by those rules (usually 90 calendar days after processing for personal PADs, but sometimes less). We have no obligation to notify you that a PAD has been debited to your accounts. After the time periods specified by those rules, you must resolve the dispute directly with the payee.

Transfers - You can transfer funds from or between any of your accounts at any of our branches, or through Coast Online Banking, Coast Mobile Banking, or our Contact Centre Services. You can also transfer funds between accounts under the same membership at ATMs. You can arrange for us to transfer funds between your accounts with us, or from your account at another Canadian financial institution, on a regular basis with our pre-authorized credit and debit services. You can also make payments to others using the various payment services we offer from time to time.

Access to your accounts and transactions may be subject to daily or other limits set by us from time to time. Some accounts may be subject to restrictions on the ways that you

access them. For additional information, see Your Everyday Guide.

#### **4. You are responsible for any use of your cheques**

Your cheques are for your use only. You are responsible for keeping your cheques and your Records safe at all times. You are responsible for all use of your cheques or other instruments, including any forgery or alteration.

You will notify us immediately if you discover any forged or unauthorized instrument or alteration. You will also notify us immediately if you become aware that your cheques or your Records are lost or have been stolen.

#### **5. Stopping payment of a cheque**

If it has not already been paid, you may ask us to stop payment of a cheque or other instrument drawn on any of your accounts. Any stop payment must be done using the procedures we specify. The procedures may change from time to time. When we receive your request to stop a payment, we will make a reasonable effort to stop the payment. However, we will not be liable to you or any other person if we are unable to or otherwise fail to comply with your request. You will pay us for any losses that may be incurred by us or any of our team, including any claim brought by any person, that result from our complying with, or failing to comply with, your request to stop a payment, even if caused by our gross negligence.

#### **6. Cheque images**

We may, in our discretion, provide images of cheques and other instruments with your statements. Coast Online Banking may permit you to view and print images of cheques and other instruments. Service fees may apply. Images may be provided or made available before we have determined whether the cheque or other instrument will be accepted. Providing or making an image available to you does not mean the transaction has been processed or obligate us to accept the cheque or other instrument. We have no obligation to provide you with physical cheques and other instruments. Physical cheques and other instruments may be destroyed.

#### **7. Wire transfers**

We may, in our discretion, accept your instructions for the wire transfer of funds. We may rely, without verification, on the name and account number of the recipient of your wire transfer as provided by you. Your wire transfer instructions are irrevocable once processed by us. You will pay all fees and costs charged or incurred by us and other financial institutions involved in the wire transfer. Your wire transfer may be affected by cut off times, differing time zones, and other restrictions. If you provide incomplete or incorrect information, your wire transfer may not be processed, or may be processed incorrectly. There is no guaranteed time or date of delivery of your wire transfer. Your wire transfer may be subject to government interception. The recipient of your wire transfer may be charged additional fees by other financial institutions. If your wire transfer is returned, it may be subject to exchange rate fluctuations and to additional costs charged or incurred by us and other financial institutions.

#### **8. Interest on your accounts**

We pay interest on interest bearing accounts. Refer to Your Everyday Guide for information about interest on your accounts, including the current interest rates and how we calculate and pay interest. You may also obtain information on current rates by visiting our website, by calling our Contact Centre, or by visiting any branch. The interest rates, and how we calculate and pay interest, may change. We may notify you of the change by any method described in "How we communicate with you" in section H-2.

#### **9. You may choose your preferred method of record-keeping**

You may choose your preferred method of record-keeping. You may change your choice by calling our Contact Centre or by visiting any branch.

Paperless. If you have chosen 'Paperless' as your record-keeping option, you will not receive any account statements (unless we are required by law to send them). You must promptly review your transaction history through Coast Online Banking or Coast Mobile Banking, by calling our Contact Centre, or at any branch. If you wish to keep a permanent copy of your transaction history, you should save it in hard copy or electronic format from Coast Online Banking. Copies are also available at any branch. Service fees may apply.

eStatements. If you have chosen 'eStatements' as your record-keeping option, your electronic statements will be posted in Coast Online Banking. An eNotification is our electronic notice that an eStatement is available on Coast Online Banking. If you elect to receive eNotifications, or if you have a line of credit or variable rate fixed term credit, we will send an eNotification to you when your eStatement is available. eNotifications are sent to the email address you provide to us. You will immediately notify us of any changes to your email address. Failure to provide a valid email address may disrupt delivery of eNotifications, and we may then need to send you paper statements. Paper statement service fees would apply. If we are unable to provide an eStatement for any reason, we may send a paper statement. You will remain responsible for reviewing your account activity through other available methods during any period when you have not received an eNotification or an eStatement. You have the right to withdraw your consent to eStatements at any time. If you wish to do so, please call our Contact Centre or visit any branch. eStatements will be retained and available for 7 years. If you wish to keep a permanent copy of your eStatements, you should save them in hard copy or electronic format from Coast Online Banking.

Paper statements. If you have chosen 'Paper Statements' as your record-keeping option, your statements will be mailed to the most recent address you have provided to us. Service fees may apply. You will advise us promptly if you have not received your statement within 10 days of when you would normally receive it. If paper statements have been returned to us as undeliverable, your paper statements may cease until you provide us with a current mailing address. You will remain responsible for reviewing your account activity through other available methods during any period when you have not received a paper statement.

If you have chosen 'Paper Statements' or 'eStatements' for an account for which you have not made a withdrawal or deposit for more than one month, you may not receive a statement until you subsequently make a withdrawal or deposit to the account.

## 10. You must immediately notify us of any errors, omissions or unauthorized transactions

You will promptly and carefully examine your Records. You will immediately notify us in writing of any errors, omissions or unauthorized transactions in the Records as soon as you discover them. The notice periods and release below apply even if your Record is delayed, or you have not received it, or you have failed to review it, or you have failed to review your account transaction information on Coast Online Banking or Coast Mobile Banking, by calling our Contact Centre, or at a branch.

If we do not receive written notice from you of any errors, omissions or unauthorized transactions in your Records within the following notice periods:

- If you have chosen 'eStatements' or 'Paper Statements', within 30 days of the statement date; and
- If you have chosen 'Paperless', within 30 days of the transaction date.

then you agree to accept the account balances and the account transaction information, fees and instruments posted to your account, and you will not be credited with any amount that does not appear in the account transaction information as shown in your Records, even if a debit entry was not authorized or was based on a forgery or was otherwise wrongly or fraudulently made. You also agree that we will be released from any claim with respect to every transaction, fee, entry or instrument in the Records or posted to your account, and any other claim in connection with your account, including without limitation claims for negligence, conversion, breach of trust, breach of fiduciary duty, or breach of contract. This section does not prevent us from correcting amounts added to your account by any error or a system malfunction, and this section does not apply to the extent that you have rights to reimbursement in relation to PADs under Payments Canada's rules (see section B-3).

## 11. Errors and system malfunctions

If your account is incorrectly debited due to any error or system malfunction, we will pay you the amount of the debit. If your account is incorrectly credited due to any error or system malfunction, you will pay us the amount of the credit. We will not unreasonably restrict you from your use of these funds while the matter is being resolved.

## 12. Compliance with laws

All instruments will be issued and paid and all transactions will be processed in accordance with applicable laws, the rules of Payments Canada and any foreign clearing associations, Interac rules, and any self-regulatory codes adopted by us, such as the Canadian Code of Practice for Consumer Debit Services.

## 13. We may restrict your access to your accounts

We may restrict your ability to withdraw or transfer funds in any of your accounts, freeze or close any of your accounts, or suspend any services, with or without notice if:

- Required by law or a regulatory authority;
- We believe that you (or any of you for a joint account) are a victim of identity theft, or that any account activity is suspicious, or possibly illegal, fraudulent or unauthorized;

- Your account is operated in a manner that is unsatisfactory to us, including by a person whom we suspect may be engaged in financial abuse;
- You (or any of you, for a joint account) breach the terms of any agreement or policy applicable to your account, or any other agreement with us;
- We are notified that a claim has been made or may be made against funds in your account;
- There is any dispute or doubt as to who has the authority to operate your accounts or use our services;
- You (or any of you, for a joint account) have declared bankruptcy or become the subject of bankruptcy proceedings or a receiver is appointed over your assets;
- You (or any of you for a joint account) have been declared, or we believe you might be, mentally incompetent or incapable of managing your own affairs, subject to you having appointed an attorney or representative whose authority survives your mental incompetency or incapacity, or a legal guardian being appointed to manage your affairs;
- You fail to act with respect and civility in dealing with us or our personnel, or we consider that your conduct toward us and our personnel is otherwise inappropriate; or
- We have any other reason to restrict your ability to withdraw or transfer funds in your accounts, or to freeze your accounts, or to suspend any services.

## 14. Closing your account

We may, in our discretion, close any of your accounts at any time and pay the balance to you. You may close any of your accounts using methods that are acceptable to us. Account closure by us or by you may be subject to a service fee. Account closure does not release you from any debt or obligation to us.

## C - Joint Accounts

### 1. Joint accounts, and who can sign

If two or more persons are named in the Application, then your accounts are joint accounts and the terms in this Part C apply collectively to all of you and individually to each of you. Any cheque, withdrawal or other debit instrument signed or effected by any of you, and any instruction, authorization or release given to us by any of you, is binding on all of you.

If requested by all of you and approved by us, in our discretion, we may set up your joint accounts so that two or more of you must sign cheques, withdrawals and other debit instruments. If your joint accounts are set up in this manner, then:

- Any instruction or authorization given to us by the number of you provided in your request is binding on all of you;
- We will not allow withdrawals, payments or transfers using a Card, Contact Centre services, Coast Online Banking, or Coast Mobile Banking;

- We will not allow payment by cheque unless approved by us, in our discretion; and
- We will not be liable for any damages suffered by you or any other person by reason of our acting on the instruction or authorization of fewer than the number of you provided in the request, even if caused by our negligence.

Whether or not you have requested that we require that two or more of you sign cheques, withdrawals and other debit instruments:

- We may, in our discretion, require all of you to confirm any instruction or authorization;
- Any one of you may make deposits to your joint accounts, including cash and the proceeds of any instrument payable to any or all of you;
- Any one of you may provide instructions to stop payment of any cheque or other instrument;
- Any one of you may sign releases of us with respect to your joint accounts and our services, and confirm that your joint accounts are correct; and
- Any one of you may obtain information about your accounts, including information about your accounts before they became joint accounts and information about any other joint account holder.

## **2. You are individually and collectively responsible for your joint accounts**

You each jointly and severally agree with the other account holders to pay any overdraft or other debt, obligation or liability arising under this Agreement or from the operation of your joint accounts.

## **3. We may send notices, disclosures and statements to any one of you**

We need not send notices, disclosures or statements to all of you. Notices, disclosures and statements will be binding on all of you when they are provided to any one of you by electronic methods (which may include posting a notice on Coast Online Banking), or when they are sent to any one of you at the most recent address provided to us. Any one of you may consent to receiving notices, disclosures and statements by electronic methods and that consent is binding on all of you.

## **4. Right of survivorship**

In the event of the death of any of you (the “deceased”), the money in your accounts will go to the remaining living account holders (the “survivors”). Each of you agrees that all funds deposited in any joint accounts and all interest earned on those funds will be held jointly with the “right of survivorship”, as described in this section. You each assign and transfer to all of you jointly and your survivors all money deposited to the joint accounts and all interest on that money. However, this right of survivorship does not apply if the deceased is domiciled in Quebec at the time of death.

On the death of any of you, you irrevocably direct us to pay the balance of the accounts to the survivors (subject to any provision in this Agreement and any provision in a GIC or term deposit relating to restrictions on withdrawal). We may pay the survivors without inquiring whether the survivors have the beneficial right to the monies in the accounts,

without enquiring as to whether the deceased was domiciled in Quebec at the time of death, and without recognizing any claim of the deceased’s heirs, executors, administrators, assigns, or any other person. Anyone making a claim against the joint accounts must deal with the survivors. Each of the survivors, and the estate of the deceased, will pay us for any losses that may be incurred by us or any of our team, including any claim brought by any person, that result directly or indirectly from any payment made by us to the survivors, or any dispute relating to your joint accounts, the deceased, the survivors or any other person.

On the death of any of you, we may release any information regarding the joint accounts up to and including the date of death to the estate representative of the deceased.

## **D - All Accounts and Services**

### **1. Using our services**

You agree to comply with our policies and instructions relating to our services. We may change those policies and instructions from time to time, with or without notice. The current versions of our policies and instructions are available on our website. You may also obtain copies by calling our Contact Centre or visiting any branch.

We may change the functionality and features of any service, or suspend or terminate any service, with or without notice.

### **2. Your service charges**

We will charge you the service fees established by us from time to time that apply in relation to your accounts and our services, and any applicable taxes. For information on our service fees, see the current Your Everyday Guide, visit our website, call our Contact Centre, or visit any branch. We will also charge you the service fees of any other financial institutions that are imposed as a result of any service that you may use. We may debit your account for any applicable service fees in the currency of the account. If you don’t have enough money in your account to cover the service fees, we may pay them from any other account you have with us. Our service fees are subject to change from time to time on notice to you.

If you use our services, conduct transactions, provide instructions or access your accounts through third parties, including third party ATMs and point-of-sale devices, then:

- You will pay any fees, commissions, spreads, and other charges imposed by or payable to the third parties or their intermediaries, and we may charge those amounts to your accounts. You will also pay any additional service fees established by us.
- You assume all risks associated with using any third party service, and we have no liability to you in respect of any third party service. Any dispute you may have relating to a third party service must be resolved between you and the third party, without our involvement.
- The third party is acting as your agent and not as our agent.

### **3. If you purchase foreign currency**

All transactions involving foreign currency are provided by us on an “as-is” and “as available” basis. Deposits and other credits to an account, and debits from an account, whether

by cash or instrument, made and accepted by us in a currency other than the currency of the account, will be converted into the currency of the account. We may, in our discretion, decline to proceed with a transaction involving a foreign currency. Once a transaction involving a foreign currency has been processed, you cannot revoke it.

For foreign currency conversion transactions entered into directly between you and us, the rate of conversion will be our selling rate for the conversion as determined by us on the date of the transaction. Our selling rate for a currency may be more than our buying rate for that currency. Service fees and commissions may also apply in addition to any spread between buying and selling rates of foreign currency. We may apply a percentage based commission to foreign currency exchange transactions in accordance with the rates disclosed from time to time on our website. You may also obtain information on these rates by calling our Contact Centre or visiting any branch.

If you purchase foreign currency using your Card other than through a CCS ATM:

- You may be charged a fee for the use of an ATM or other Card reading device;
- Third parties, including network access providers, may charge fees or commissions or both for the purchase of foreign currency, and earn a spread between the buying and selling rates of foreign currency;
- There may be multiple conversion transactions that occur in the course of delivery of the debit request to us, each of which may be subject to fees, commissions, and a spread payable to third parties; and
- We may debit your account for all such amounts charged by third parties.

We may not be aware of all of the amounts charged by third parties in relation to a foreign currency conversion, so the full cost of a foreign currency conversion may not be known until the amount is charged to your account.

In addition, we may apply a service fee and percentage based commission to foreign currency exchange transactions in accordance with the rates disclosed from time to time on our website. You may also obtain information on these rates by calling our Contact Centre or visiting any branch.

#### **4. Your instructions to us**

We may act on any instructions or other information relating to your account or our services that are provided by any method we approve, and whether provided by you or in your name or by someone purporting to be you. We may, in our discretion, decline to act on your instructions or require verification of your instructions. We are not required to verify your instructions in any circumstances.

We will consider any electronic communication received from you or in your name to be duly authorized by you. The term "electronic communication" means any communication by or involving electronic methods, including communications within Coast Online Banking, Coast Mobile Banking or our Contact Centre services, made using your Card, or by telephone, email, social media, or fax. You authorize us to rely and act on any such electronic communication. If we try to verify the validity of any electronically communicated instructions and are unable to do so to our satisfaction, then

we may delay in acting on or refuse to act on such instructions (though we are not obligated to do so).

Instructions sent to us through mail or physical delivery must be sent or delivered to the branch of account, and will be considered to be received by us only when actually brought to the attention of the responsible officer at the branch of account. For information on your branch of account, see section H-9.

#### **5. Your legal representatives**

We may, in our discretion, contract with, accept instructions from, or permit account business to be transacted by, your legal representatives (including anyone to whom you have given a power of attorney, your committee, your trustee-in-bankruptcy or receiver or, if you are deceased, your estate representative).

Subject to any right of survivorship, on your death, and on receipt from your estate representative of legal documents and instructions acceptable to us, we will transfer the balance of the funds in your accounts to your estate representative or permit your estate representative to operate your accounts.

We will not be liable for any damages suffered by you or any other person that result directly or indirectly from the operation of your accounts by your legal representative or a person purporting to be your legal representative. You will pay us for any losses that may be incurred by us or any of our team, including any claim brought by any person, that result directly or indirectly from the operation of your accounts by your legal representative or a person purporting to be your legal representative.

#### **6. Your information requests**

If you ask us for documents or other information relating to your accounts, our services, or your membership, then we will provide you with copies of the documents and information that we are required by law to provide. We may, in our discretion, provide you with copies of additional documents or information that we are not required by law to provide. We will not provide copies of documents or information when prohibited by law. We may require you to pay a fee, determined by us, before providing any documents or information.

#### **7. Other information requests**

From time to time we may be required to respond to requests or demands from third parties seeking documents or other information relating to your account. You will pay our costs of complying with court orders, warrants, summons to witnesses, subpoenas, or statutory demands, or responding to any legal proceeding in which we are asked to provide copies of your financial information or records. The costs we may charge include reasonable legal fees, service provider fees, fees for clerical time, and copy charges.

#### **8. If your account becomes inactive or abandoned**

If there have been no transactions on your account and you have not requested or acknowledged a statement of account for a period of 24 months, then we will designate your account as inactive. If there have been no transactions on your account and you have not requested or acknowledged a statement of account for a period of 10 years, then we will designate your account as abandoned. We will attempt to communicate with you after 2 years, 5 years, and 9 years of

account inactivity. Service fees may be charged on accounts which are inactive or abandoned. If there are insufficient funds in your account to cover the service fees which are payable by you, we may close the account without notice to you. Canadian dollar accounts which are abandoned will be subject to escheat (this means the deposits become the property of the federal government) in accordance with federal law and transferred to the Bank of Canada. There is a process for reclaiming those deposits by filing a claim with the Bank of Canada.

## 9. Third party services

We may make services provided by third parties available to you. If we do so, then:

- The third party service is optional, and is offered for your convenience.
- The third party service is provided by the third party, and not by us. You assume all risks associated with using any third party service, and we have no liability to you in respect of any third party service. Any dispute you may have relating to a third party service must be resolved between you and the third party, without our involvement.
- If a third party deals with us in its provision of services to you, the third party is acting as your agent and not as our agent.

Where there are links from our website or within E-services to any third party's website, we do not make any representations about, do not endorse, and are not responsible for any losses relating to, the third party or the third party's website, products, services or privacy policies.

## 10. Security

You will use all reasonable security measures and procedures to ensure the security of your accounts, our services, your Cards, each Identity and Proof of Identity, the computers and other systems you use to access your accounts or our services, your mobile phone, and your confidential and personal information.

You must:

- Always use current firewall and anti-virus programs, and promptly install all updates and security patches for all software you use;
- Never provide any account information or any Identity or Proof of Identity to anyone in response to an unsolicited email or call, or to anyone else who may pretend to represent us and ask for this information;
- Never click on a link provided in an unsolicited email, but instead directly access Coast Online Banking and the Coast Mobile Banking mobile-enabled website;
- Always verify the identity of any caller claiming to represent us, and the authenticity of any telephone number or website address provided by a caller or in an unsolicited email; and
- Always sign off and close your web browser promptly after you have finished accessing Coast Online Banking or the Coast Mobile Banking mobile-enabled website, and sign off and close the Coast Mobile Banking app promptly after you have finished using the app.

If any security incident affects, or might affect, your accounts or our services, you must notify us immediately by calling our Contact Centre (1-888-517-7000).

You will comply with all security procedures and other requirements that we may specify or recommend from time to time.

We may conduct periodic audits and tests of our services, including to investigate any technical difficulties, security incidents, or deficiencies, or any actual or potential breach of security. Our services may be temporarily unavailable during such audits and tests. You agree to cooperate with such audits and tests.

You will use all reasonable security measures and procedures to protect your accounts and our services from fraudulent activities. You will at all times have in place all reasonable procedures designed to prevent and detect losses due to forged or unauthorized signatures, or fraud or theft in relation to your accounts, our services, or any instruments.

## 11. You will not use your accounts or our services for improper purposes

You will not use your accounts or our services for any fraudulent, unlawful, dishonest, malicious or defamatory purpose, or for any other activity unsatisfactory to us. You will not do anything that could undermine the security, integrity, effectiveness, goodwill, or connectivity of any of our services or our systems, including any activity that could cause harm to us, any other user, or any other person.

## 12. You will notify us of suspicious, fraudulent or unauthorized activities

You must notify us immediately, by calling our Contact Centre (1-888-517-7000), if there is any suspicious, unusual, actual or suspected fraudulent or other unauthorized use in relation to your accounts or our services, including if any unauthorized person has had, or may have had, access to any of our services.

## 13. Anti-money laundering and anti-terrorist financing

The *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* applies to the operation of your accounts and the provision of our services. We will from time to time adopt policies to address the reporting, recordkeeping, client identification and other requirements of that legislation. You will comply with all those policies, and you consent to our conducting such activities, including background checks, as we may consider necessary for the purpose of complying with our obligations under that legislation.

You will not allow another person to use your accounts or our services, and you will not use your accounts or our services on behalf of or on the instructions of another person, except to the extent we have agreed to your use of the account or our services in that manner.

## E - Your Card and E-services

### 1. Using your Card

You may use your Card to access any permitted account and to conduct such transactions and provide such

instructions as we may allow from time to time. Once a transaction has been processed or an instruction has been given, you cannot revoke it. Transactions will be credited or debited to your account on a date determined by us.

You may not use your Card after the expiry date shown on it. You may be required to activate your Card before it can be used. We may issue a renewal Card when your current Card expires or replace it with a different card type if your Card is discontinued for any reason.

#### Your PIN

You will typically use your Card with a PIN. You may change your PIN at any time. You will change your PIN promptly if we ask you to. We recommend that you change your PIN periodically.

We may send you a system-generated PIN. This PIN is printed on a tamper-resistant form. If we send you a PIN, you will destroy the form on which it is printed.

You may use your Card without the PIN for Interac Flash transactions and for internet, mail order or telephone order transactions. You may also use your Card in your digital wallet without the PIN. These transactions will be treated as if you had used your Card and PIN.

#### Security of your Card and confidentiality of your PIN

You must keep your Card secure and your PIN confidential. This includes:

- Keeping possession of your Card, and keeping your PIN separate from your Card. If you must write down your PIN, you will not record it on your Card or keep it near your Card;
- Avoiding a PIN that may be easily determined by others, such as your name, birthday, phone number, address, or Social Insurance Number;
- Not disclosing your PIN voluntarily to anyone at any time, including to a family member, friend, financial institution employee, or law enforcement agency; and
- Taking all reasonable precautions to ensure that no one finds out your PIN while keying it in.

#### When you must notify us

You must notify us immediately, by calling our Contact Centre (1-888-517-7000), as soon as you know or suspect that:

- Your Card is lost or stolen, or has been used by someone else;
- Your PIN has become known to someone else; or
- The user ID, password or other credentials that you use to log into your mobile phone or to make payments with your digital wallet have become known to someone else.

You must also notify us immediately, by calling our Contact Centre (1-888-517-7000), on becoming aware of an unauthorized transaction where your Card or PIN were used to carry out the transaction.

#### Your liability for Card transactions

You are responsible for all Card transactions authorized by you and, except as expressly provided below, for all other Card transactions where your Card or PIN are used to carry out the transaction.

You are also responsible if:

- You make any entry error or worthless or fraudulent deposit;
- You fail to notify us immediately when required under "When you must notify us"; or
- You voluntarily allow another person to use your mobile phone if your Card is stored in a digital wallet on your mobile phone.

We will not hold you liable for losses in the following circumstances:

- Unauthorized use of your Card, where we are satisfied on a balance of probabilities that you have been the victim of fraud or theft, or that you have been coerced by trickery, force or intimidation, provided that you notify us immediately when required under "When you must notify us", you report the unauthorized use to us not later than within the time periods required in section B-10, you cooperate fully in any subsequent investigation, and you have not intentionally contributed to the unauthorized transaction;
- Unauthorized use of your Card after you have notified us as required under "When you must notify us";
- Transactions completed through physical Cards that are forged, faulty, expired or cancelled; or
- The losses resulted from a failure, error, malfunction or technical problem of our systems.

You are responsible for all other losses resulting from unauthorized use of your Card or PIN.

Your liability may exceed your account's credit balance or available funds if:

- The account has overdraft protection or is linked to a line of credit, or is linked with another account having these features; or
- The transaction is completed on the basis of an entry error or a fraudulent or worthless deposit.

#### Unauthorized Card transactions

If you have a problem regarding an unauthorized Card transaction that is posted to your account, call our Contact Centre or visit any branch to place a trace on the transaction. After you report an unauthorized Card transaction, we will make every attempt to resolve your issue within 10 business days. If we ask, you will provide us with your signed written statement and, if we ask, your signed written affidavit. This may result in a temporary suspension of the 10 day time limit, until the requested documentation is received. We will not unreasonably restrict you from the use of the funds that are the subject of the dispute. If we later determine that a transaction was authorized by you, then we may reverse any amounts we reimbursed to you and you will be responsible for the transaction (including any interest and service charges if the reversal overdraws your account). If the



problem is not resolved to your satisfaction, see "If you have a problem or concern" in section H-1.

### Canadian Code of Practice for Consumer Debit Card Services

We endorse the Canadian Code of Practice for Consumer Debit Card Services and commit to maintain or exceed the level of customer protection it establishes.

## **2. Using E-services**

You may use E-services to access any permitted account and to conduct such transactions and provide such instructions as we may allow from time to time. Once a transaction has been processed or an instruction has been given, you cannot revoke it. Transactions will be credited or debited to your account on a date determined by us.

### Your Identity and Proof of Identity

Your Identity and Proof of Identity are used to identify you for access to an E-service. You authorize us to accept and you agree to be responsible for any transactions made and any electronic or verbal instructions given through an E-service, by you or using your Identity or your Proof of Identity, to the same extent as if you had given signed written instructions to us.

You may change your Identity and Proof of Identity at any time. You will change your Identity and Proof of Identity promptly if we ask you to. For additional security, we recommend that you change your Proof of Identity on a regular basis, such as every 90 days.

### Security of your computers and mobile phone, and confidentiality of your Proof of Identity

You will keep your Identity and Proof of Identity confidential, and you will take every reasonable precaution to keep your computers, mobile phones and tablets secure from others. This includes:

- Keeping possession of the computers, mobile phones and tablets that you use to access E-services, and keeping your Proof of Identity separate from them. If you must write down your Proof of Identity, you will not record it on your computer, mobile phone or tablet, or keep it near your computer, mobile phone or tablet;
- Avoiding a Proof of Identity that may be easily determined by others, such as your name, birthday, phone number, address, or Social Insurance Number;
- Not disclosing your Identity or Proof of Identity voluntarily to anyone at any time, including to a family member, friend, financial institution employee, or law enforcement agency; and
- Taking all reasonable precautions to ensure that no one finds out your Identity or Proof of Identity while logging into an E-service.

If you disclose your Identity or your Proof of Identity to another person, then any transaction made by that person will be deemed to have been authorized by you.

### When you must notify us

You must notify us immediately, by calling our Contact Centre (1-888-517-7000), as soon as you know or suspect that:

- A computer, mobile phone or tablet that you use to access E-services is lost or stolen, or has been used by someone else, or the security of the computer, mobile phone or tablet has been compromised;
- Your Identity or Proof of Identity has become known to someone else; or
- The user ID, password or other credentials that you use to log into your mobile phone have become known to someone else.

You must also notify us immediately, by calling our Contact Centre (1-888-517-7000), on becoming aware of an unauthorized transaction made through an E-service.

### Your liability for E-service transactions

You are responsible for all transactions processed through E-services using your Identity or Proof of Identity, whether or not authorized by you and whether or not you have been the victim of trickery, force, intimidation or theft.

You are responsible for the accuracy of your transaction instructions, including account number, payment amount, and any other relevant information recorded or entered by you into our systems. Depending on the type of transaction, electronic payment instructions may be final and irrevocable, and it may not be possible to retrieve funds sent in error.

We will not hold you liable for losses in the following circumstances:

- Unauthorized use of your Identity or Proof of Identity after you have notified us as required under "When you must notify us"; or
- Losses to your account resulted from a failure, error, malfunction or technical problem of our systems.

You are responsible for all other losses resulting from the use of your Identity and Proof of Identity.

## **3. We may set limits for your Card or E-services**

We may set limits for your use of your Card or E-services and we may change those limits at any time, with or without notice to you. We may, in our discretion, allow you to exceed those limits. You may check your limits or ask for lower limits by calling our Contact Centre or by visiting any branch.

## **4. You must resolve any disputes with merchants**

We are not responsible for any dispute you may have with any person from whom you have purchased or attempted to purchase goods or services using your Card or E-services. You must resolve the dispute directly with that person.

## **5. Using electronic bill payments**

If you use any of our services for bill payments, you are responsible for the accuracy of your electronic payment instructions, including the billing company paid, billing account number, payment amount, other information in your

bill profile, and your personal information recorded in our systems. Depending on the type of payment, electronic payment instructions may be final and irrevocable, and it may not be possible to retrieve funds sent in error. We may update your bill profile, including your billing account numbers and billers' names, if informed of a change by the biller or if deemed necessary by us.

You will ensure that you have sufficient funds in your account (or a line-of-credit or overdraft protection) at the effective time of your payment. Payment instructions may not be processed without sufficient funds. Postdated payments set up by you may not be processed for a number of reasons, including insufficient funds, inconsistency between the billing account number on your postdated payment and the billing account number recorded on your bill profile at the time of processing the payment, and a change in the status of the biller.

You are responsible for knowing your biller's payment requirements. We may reject, cancel or return a payment to you that does not meet those requirements. In addition, you are responsible for ensuring that your payments are scheduled so that there is sufficient time before their due date for them to be processed by us and by the biller.

Payment instructions made by you after our daily cut-off time or on a day on which we are not open for business will require extra time to reach the biller. There is no guaranteed time or date of delivery of your payment.

We are not responsible for any penalties, fees, interest, costs or damages suffered by you with respect to any payments, or for our inability to retrieve any payments.

## **6. Using Interac Flash**

You can have Interac Flash enabled or disabled on your Card by calling our Contact Centre or by visiting any branch. If Interac Flash is enabled, your card has a transaction contactless spend limit of \$100 and a cumulative contactless spend limit of \$200. If you exceed the cumulative contactless spend limit at any merchant, you will be asked to insert your Card and enter your PIN in order to complete the transaction. Upon successful completion of the transaction, your Interac Flash cumulative contactless spend limit will be reset.

## **7. Using our money transfer services**

You may use our money transfer services (including Interac e-Transfer) to send and receive money using Coast Online Banking, Coast Mobile Banking, or other E-services.

To send money using our money transfer services, you must provide the recipient's email address. You may also be required to provide a security question that will be used to authenticate the recipient of the transfer. To receive money using our money transfer services, you may be required to correctly answer a security question.

If a security question is required:

- As a sender, you agree to create an effective security question and answer that is known only to you and the recipient, and you agree not to use email or any optional message that may accompany the transfer to send the recipient the answer to the security question.
- As a recipient, you agree to keep the answer to the security question confidential at all times and to use it only as required to receive the transfer.

- We may pay the transfer to anyone who claims it as the recipient and correctly answers the security question, whether or not that person is the person you intended to receive the transfer.

We will not be liable for losses incurred by you as a sender or recipient of money using our money transfer services, including losses resulting from funds being received by someone other than the intended recipient.

## **8. Using Coast Mobile Banking**

You are responsible for any unauthorized use of Coast Mobile Banking through your mobile phone that occurs before you notify us that your mobile phone may have been lost, stolen or compromised. You are responsible for all fees charged by your phone company.

## **9. Using automatic alerts**

Your mobile phone or your email address may be used to receive automatic alerts about your accounts (including alerts about account transactions, account balances, and other account activities) without having to provide any Proof of Identity. You are responsible for any unauthorized use of alert services through your mobile phone before you notify us that your mobile phone may have been lost, stolen or compromised, or through your email address before you notify us that your email address may have been compromised. You are responsible for all fees charged by your phone company or email service provider.

We will not under any circumstances be liable to you for direct damages or any other damages, even if the damages result from our gross negligence, where the damages result from:

- Our delay or failure to send or your failure to receive, an automatic alert for any reason;
- An automatic alert issued in error or containing inaccurate or incomplete information; or
- Any disruption in alert services for any reason, including a disruption caused by your phone company or email service provider.

## **10. Using your Card in a digital wallet**

A digital wallet is a mobile phone app that allows you to make a payment with your Card by waiving your mobile phone near a payment terminal, without needing to insert your Card in the payment terminal, and without necessarily having to enter your PIN. You may only use digital wallets that have been approved by us, and we may, in our discretion, withdraw that approval. Digital wallets may be used at participating merchants, for payments up to a maximum amount determined by us, the merchant, or your digital wallet provider.

Your use of your digital wallet is governed by your agreement with your digital wallet service provider. Your digital wallet service provider is responsible for the performance of your digital wallet. We are not responsible for any problems you may experience with your digital wallet. We are not responsible for the collection, use, or disclosure of your personal information by your digital wallet service provider, or the security of information transmitted by your mobile phone or your digital wallet service provider.

To add your Card to your digital wallet, you must follow the instructions provided by your digital wallet service provider

and any additional instructions provided by us. In some circumstances, we may not allow your Card to be added to your digital wallet. We may terminate or suspend your use of your Card with your digital wallet for any reason at any time, with or without notice to you.

We do not currently charge any additional service fees when you use your Card through a digital wallet. However, we will charge the service fees generally applicable to your use of your Card. You are responsible for any service fees imposed by your digital wallet service provider, your phone company, or any other person.

You must maintain the security of your mobile phone by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches, and anti-virus and anti-spyware programs. You must only use the latest version of your digital wallet.

You must protect and keep confidential your user ID, passwords, and all other credentials you use to log into your mobile phone, to use your digital wallet, and to make payments with your Card using your digital wallet. If you share these credentials with another person, then any payments made by that person will be deemed to have been authorized by you. You must ensure that only your credentials and fingerprints are recorded on your mobile phone. If the fingerprints or credentials of another person can be used to unlock your mobile phone, then any payments made by that person will be deemed to have been authorized by you.

You must not use a digital wallet on a mobile phone that you know or suspect has its security or integrity compromised (e.g., where the mobile phone has been "rooted", "jailbroken", or had its security mechanisms bypassed). If you do, then any payments made using that mobile phone will be deemed to have been authorized by you.

You must delete your Card from your digital wallet if:

- You upgrade, change, sell, give away, or otherwise dispose of your mobile phone;
- You temporarily give possession of your mobile phone to any other person (including for repairs);
- You terminate your digital wallet service; or
- We ask you to do so.

## 11. Using Deposit On-the-go

You may use the Deposit On-the-go feature in the Coast Mobile Banking app to deposit eligible paper cheques and bank drafts to an eligible account by taking a picture of the front and back of the cheque or bank draft with your mobile phone and sending the image to us.

You will only deposit a cheque or bank draft that is payable to you directly, in Canadian dollars, drawn on a Canadian financial institution. We do not accept cheques or bank drafts that are payable to someone else and endorsed to you. You will only deposit the cheque or bank draft to a Canadian dollar account.

The cheque or bank draft must be in the standard format approved by Payments Canada. Your image must include all information we require including the date, drawee institution, payee, amount in words and figures, signature of the payor, cheque number, and magnetic ink character

recognition information. All of the information must be legible in the image. You will only create images from the original cheque or bank draft.

You will not deposit a cheque or bank draft that is post-dated, stale-dated, or altered in any way, or that has previously been deposited.

You will endorse the cheque or bank draft on the back before deposit.

Your cheque or bank draft is considered received by us when you receive a successful 'deposit complete' message. Funds will then appear in your account, but the Hold Funds Policy may apply.

When the deposit is completed, you will write "deposited" across the front of the cheque or bank draft. You will not attempt to redeposit or negotiate the cheque or bank draft. You will keep the cheque or bank draft for 90 days, and provide it or a replacement image to us if we ask for it. You will destroy the cheque or bank draft within 30 days after the 90 day period.

We may set limits on the number and amount of deposits, and we may change those limits.

Each cheque or bank draft is counted as one transaction. Service fees may apply.

You are responsible for the security of your mobile phone and for any unauthorized use of Deposit On-the-go by any person.

When you create an image using Deposit On-the-go, you are acting as our agent for the limited purpose of creating the image. You will not delegate this role to anyone else. Any image that you create will be treated for legal purposes just as if we had created the image ourselves. Each image we accept will be treated as an eligible bill under the *Bills of Exchange Act* (Canada) and each image is subject to the applicable Payments Canada rules. We may from time to time impose additional rules governing the cheques and bank drafts we accept, and your use of Deposit On-the-go. Each image received by us will have the same effect as if the original cheque or bank draft was delivered to a branch for deposit.

We use Central 1 Credit Union ("Central 1") as a service provider for Deposit On-the-go. You agree that Central 1 is entitled to the same protections from liability and limitations of liability as are provided to us and our other team members in this Agreement. You grant to us, and to our clearing agents and other team members (including Central 1), all consents and rights necessary to provide the Deposit On-the-go service, and to deposit and clear eligible cheques and bank drafts using the images and associated data (which may include your personal information).

We may, in our discretion, reject any item. For example, we may reject a cheque or bank draft if it was not eligible for deposit or if it might be returned by another financial institution due to poor image quality, insufficient funds, alteration, or other reasons. We may provide you with immediate credit, and attempt to collect payment on the cheque or bank draft. If the cheque or bank draft is returned to us unpaid, we may reverse the credit and any interest paid on that credit. If the deposit amount does not match the amount of the image, we may adjust your account to reflect the amount on the image. You will be responsible for any costs to obtain a replacement cheque or bank draft, if required.

We are not responsible for any damages suffered by you or any other person resulting from a rejected or returned cheque or bank draft, the delayed or improper crediting of a cheque or bank draft, or inaccurate information you provide us regarding a cheque or bank draft.

We may suspend or terminate your use of Deposit On-the-go at any time, with or without notice.

## 12. Using Take Charge Money Manager

Take Charge Money Manager is a financial management tool that helps you track your spending and savings habits, and assists in budgeting. Take Charge Money Manager is available in Coast Online Banking and the Coast Mobile Banking app.

### Opting out

Take Charge Money Manager is enabled by default in Coast Online Banking and the Coast Mobile Banking app. If you no longer wish to use Take Charge Money Manager, you may opt out at any time by calling our Contact Centre.

### Your information

We work with MX Technologies Inc. ("MX") to provide you with Take Charge Money Manager. We provide MX with information about your financial transactions, assets and liabilities from your accounts with us. If you choose to allow Take Charge Money Manager to use similar information from your accounts with other financial institutions, you may provide account numbers, usernames, passwords, and other credentials ("Account Credentials") to MX through Take Charge Money Manager, and MX and its service providers will use those Account Credentials to obtain information from your accounts with those other financial institutions.

MX has agreed to protect your information with the utmost of care and confidentiality, and to implement appropriate safeguards designed to help ensure the security and confidentiality of your information. MX will use your information to provide the Take Charge Money Manager services to you. MX may also use your information for software optimization, improvement of the Take Charge Money Manager services, database integrity, benchmarking against internal MX data or processes, and financial audits. MX has agreed not to use your information for any other purposes. In addition, we may use your information to provide the Take Charge Money Manager services to you, to provide personal financial management services to you, to improve and develop our products and services, to conduct research and generate statistics related to our business, products, services and membership, and for other uses described in this Agreement and in our Privacy Policy. See "Your Information" in Part G.

MX provides the Take Charge Money Manager services from the United States, and your information will be processed and stored within the United States. Accordingly, MX and its service providers may be required to disclose information under the laws that apply in that jurisdiction.

### Accounts with other financial institutions

You may choose to allow Take Charge Money Manager to use financial information from your accounts with other financial institutions. You make this choice by providing Account Credentials in Take Charge Money Manager.

If you choose to allow Take Charge Money Manager to use financial information from your accounts with other financial institutions, then:

- MX may use service providers to collect information from your accounts with other financial institutions. Your Account Credentials will be shared with MX and may be shared by MX with its service providers. MX or its service providers will use the Account Credentials to access information about your financial transactions, assets and liabilities from your accounts with other financial institutions.
- For Take Charge Money Manager to function properly, you must provide accurate, current and complete Account Credentials to us and MX, and you must keep your Account Credentials up to date. You agree not to use Take Charge Money Manager to access information from accounts unless you have the authority to provide us and MX with the necessary Account Credentials. By providing the Account Credentials, you are authorizing and instructing us, MX, and MX's service providers to use the Account Credentials to access your accounts with those other financial institutions and to obtain, on your behalf, information about your financial transactions, assets and liabilities from your accounts with those other financial institutions.
- You are responsible for any fees that other financial institutions may charge you arising from your use of Take Charge Money Manager. This Agreement does not modify your agreements with the other financial institutions, and you are responsible for complying with the terms of those agreements. Do not provide Account Credentials to us if that would be a breach of the terms of your agreement with another financial institution.

### Use of Take Charge Money Manager

Take Charge Money Manager provides a general overview of your finances and is not intended to serve as a substitute for financial advice from a professional. If you would like financial advice from a professional, please call our Contact Centre or visit any branch.

Take Charge Money Manager is provided for information purposes only and may not reflect your most recent transactions. You are responsible for any decisions you make based on the information provided by Take Charge Money Manager.

### Disclaimers

While we and MX will make reasonable efforts to ensure Take Charge Money Manager functions as intended, errors may occur. Take Charge Money Manager may not always be available and may be modified or discontinued without prior notice to you. Neither we nor MX are responsible for any losses you may suffer as a result of Take Charge Money Manager being unavailable. To the extent permitted at law, we and our team members (including MX and its service providers) each disclaim all representations, warranties and conditions, express, implied or collateral, including implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, infringement and those arising by statute or otherwise in law or from the course of dealing or usage of trade. Neither we nor MX provide any warranty that Take Charge Money Manager will meet your requirements, will be uninterrupted, secure or

error free, or that the information obtained from Take Charge Money Manager will be accurate or reliable.

We and our team members (including MX and its service providers) are not responsible or liable for any losses suffered by you or any other person, or for any direct, indirect, incidental, special, general, consequential, punitive, exemplary, aggravated, or tort damages suffered by you or any other person, arising from: (a) your use of or inability to use Take Charge Money Manager; (b) your use of any information you receive through Take Charge Money Manager; (c) any unauthorized access to, or alteration, use, or disclosure of, your information (including your Account Credentials); (d) any other matter arising from your use of Take Charge Money Manager; or (e) the services provided by MX or its service providers to us or to you which are related to Take Charge Money Manager, even if we or any of our team members (including MX or its service providers) have been advised of the possibility of such damages.

You will pay us for any losses that may be incurred by us or any of our team (including MX or its service providers), including any claim brought by any person, in connection with your use of Take Charge Money Manager, or the services provided by MX or its service providers to us or to you which are related to Take Charge Money Manager, or resulting from your breach of this Agreement.

### **13. Cancellation of your Card or access to E-services**

You may cancel your Card or your access to E-services by calling our Contact Centre or by visiting any branch. You must still fulfill all of your obligations under this Agreement.

We may cancel or suspend your Card or your access to E-services, with or without notice to you. If we do so, you must still fulfill all of your obligations under this Agreement. If your Card is cancelled or your accounts are closed, you will return your Card to us if we ask you to.

## **F - Overdrafts**

### **1. Definitions**

This section has definitions for terms that we use in this Part F.

**Outstanding Balance** - All overdraft amounts charged to the Protected Account, less all amounts repaid, plus unpaid accrued interest.

**Overdraft Limit** - The maximum amount that you may overdraw your Protected Account. This is the amount specified in your application for overdraft protection, unless subsequently changed by us.

**Protected Account** - An account for which you have obtained overdraft protection.

### **2. Overdrafts not covered by overdraft protection**

Unless we agree, you may not overdraw your accounts. We may decline any transaction that creates or increases an overdraft that we have not authorized or, if we debit any amount from your account, we may reverse the transaction that created the debit. If you create or increase an overdraft that we have not authorized, you must promptly repay the amount you overdraw, without notice from us. We will charge you interest from the date of the overdraft until you

have repaid it at the rate per annum that we may from time to time establish for overdrafts that are not covered by overdraft protection. Interest is calculated daily, and compounded and payable monthly, not in advance. Interest will continue to be payable by you at this rate both before and after we demand payment, a breach by you of this Agreement, or we obtain judgment against you. We will also charge you service fees for an unauthorized overdraft. If we allow you to overdraw your account one or more times, that does not mean we will allow you to do it again.

### **3. How to use your overdraft protection**

If you have applied for and been approved for overdraft protection, you may overdraw your Protected Account up to your Overdraft Limit by the same methods you use to access your deposit balances (see "How you access money in your accounts" in section B-3). You will use your overdraft protection only for occasional overdrafts on Protected Accounts, and not as a long term credit facility.

### **4. You must repay your overdrafts**

For each Protected Account, you will repay the full amount of the Outstanding Balance to us on demand. Protected Accounts are not meant to be long-term credit facilities. Until we make a demand, you will make monthly deposits so that your Protected Account will not remain overdrawn for more than 60 consecutive days. We will apply each of your payments first to pay accrued interest, then to pay fees and other costs, and then to reduce the principal amount.

### **5. You must pay interest and service fees**

We will charge you interest on all amounts which overdraw any Protected Account from the date of the overdraft until you have repaid it at the rate per annum that we may from time to time establish for overdrafts on Protected Accounts. Interest will be charged to the Protected Account monthly. You will pay an amount equal to the interest charge within one month after it is charged to the Protected Account. Interest is calculated daily, and compounded and payable monthly, not in advance. Interest will continue to be payable by you at this rate both before and after we demand payment, a breach by you of this Agreement, or we obtain judgment against you. We may change the interest rate or the manner of calculating interest at any time, without notice.

We will also charge you service fees established by us from time to time for overdraft protection.

### **6. Additional information about your overdraft protection**

Information on interest rates and service fees is available in Your Everyday Guide and on our website. You may also obtain information by calling our Contact Centre or visiting any branch.

We may reduce your Overdraft Limit on notice to you, or suspend your right to use your overdraft protection with or without notice.

If you do not comply with any of the terms in this Part F, we may cancel your overdraft protection with or without notice to you. We may otherwise cancel your overdraft protection at any time by notice to you. You may cancel your overdraft protection by notice to us. Cancellation does not relieve you of your obligations under this Part F until the Outstanding Balance has been paid in full.

## **G - Your Information**

### **1. Your information**

In this Part G, “your information” means personal, financial and other information about you that you provide to us or that we obtain from others, including through the services you use.

### **2. You consent to our collection, use and disclosure of your information**

You consent to our collecting, using and disclosing your information as described in this Agreement and our Privacy Policy. You may obtain a copy of our current Privacy Policy on our website, by calling our Contact Centre, or by visiting any branch.

### **3. How we collect and use your information**

When you ask to begin a relationship with us and during the course of our relationship, we may collect information including:

- Information about you and your background, including your name, intended use of your accounts, address, contact information, gender, age, date of birth, occupation, employment history, and identification (such as your government issued photo ID, your credit file, and other types of identification acceptable to us);
- Information about your dealings with and through us, including information about your financial transactions and your use of our services;
- Your preferences in relation to the financial products and services we provide to you;
- If you choose to allow Take Charge Money Manager to access your accounts with other financial institutions, information about those accounts (including account numbers, usernames, passwords, and other credentials) and information about your dealings with and through those financial institutions;
- Other information we may need to provide you with particular services; and
- Other information which is required by applicable laws, including laws relating to taxation, money laundering and terrorist financing.

We may collect information from you and from other sources, including from:

- Government agencies and registries, law enforcement authorities, and public records;
- Credit reporting agencies;
- Other financial or lending institutions;
- Organizations with whom you make arrangements, and other service providers or agents, including payment card networks;
- References you have provided;
- Persons authorized to act on your behalf under a power of attorney or other legal authority;

- Your interactions with us, including in person, over the phone, at an ATM, through Coast Online Banking, Coast Mobile Banking or our Contact Centre services, through email or the internet, or through other systems used to access our services; and
- Records that reflect your dealings with and through us.

You authorize our collection of your information from these sources and, if applicable, you authorize these sources to give us the information.

We will limit the collection and use of your information to what we require in order to serve you as our member and to administer our business, including:

- To verify your identity;
- To determine your eligibility for products and services;
- To evaluate and process your applications, accounts, transactions and Records;
- To provide you with our services, and information related to your accounts, our services, and your membership with us;
- To contact you relating to your accounts, services, and membership with us;
- To analyze your needs and activities to help us serve you better, and to develop new products and services;
- To inform you about new business initiatives, including contacting you to obtain your views and to encourage you to express your views about them;
- To investigate and help protect you, us and others against financial abuse, fraud, error, criminal activity and other risks;
- To help manage and assess our risks, operations and relationship with you;
- To conduct research and generate statistics related to our business, products, services and membership, including statistics summarizing demographics of member voting;
- To help us collect a debt or enforce an obligation owed to us by you; and
- To comply with applicable laws and requirements of regulators, including self-regulatory organizations.

We may keep and use your information for as long as needed for the purposes described in this Agreement, even if you cease to be a member.

### **4. How we disclose your information**

We will limit the disclosure of your information to what we require in order to serve you as our member and to administer our business, including:

- When we disclose your information at your request or with your consent;
- To the extent authorized by this Agreement or any other agreement between you and us;

- In response to a court order, search warrant or other demand or request, which we believe to be valid;
- To meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us;
- To members of our team and other organizations that perform services for you or for us, or on our behalf;
- To payment card networks in order to operate or administer the payment card system that supports your accounts and our services;
- To investigate and help protect you, us and others against financial abuse, fraud, error, criminal activity and other risks;
- When we sell all or part of our business, insure, sell or securitize assets, or merge or amalgamate parts of our business, or when considering those transactions;
- To help us collect a debt or enforce an obligation owed to us by you; and
- Where required or permitted by law.

Recipients of your information, including our team members and other organizations that perform services for us or for you, may be located outside of Canada, and may be required to disclose your information under the laws that apply in the jurisdiction where they are located.

## 5. E-services

When you use Coast Online Banking, Coast Mobile Banking, our websites, or other E-services, we may also collect:

- Device information, including information about your operating system, browser, software applications, IP address, geolocation and security status, to improve your experience and to protect against financial abuse, fraud, error, criminal activity and other risks.
- Website use information such as browsing behavior on our sites and links, locations you click, form data and downloads as well as other data gathered from the use of web tools (for example, cookies, web beacons, tagging, and Google Analytics) to better understand your interests and needs so that we can serve you better.

## 6. How we share your information within the CCS group of companies

We may share your information within the CCS group of companies for the following purposes:

- To manage your total relationship within the CCS group of companies, including servicing your accounts and maintaining consistent information about you;
- To manage and assess our risks and operations, including to collect a debt owed to us by you; and
- To comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

We may also share your information within the CCS group of companies to allow others in the group to tell you about their

products and services. In order to understand how we use your information for marketing purposes and how you can withdraw your consent, see "How we use your information for marketing purposes" in section G-10.

## 7. How we use your Social Insurance Number (SIN)

If you ask for accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the *Income Tax Act* (Canada). If we ask for your SIN for other purposes, you can choose not to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your information separate from that of other members with a similar name, including through the credit granting process. You may choose not to allow us to use your SIN as an aid to identify you with credit reporting agencies.

## 8. Credit reporting agencies and other lenders

When you open an account, or when you apply for overdraft protection or a line of credit, loan, mortgage or other credit facility, we may ask you to provide information about your employment and finances, and we may exchange information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, or manage and assess our risks. You may choose not to have us conduct a credit check in order to open an account or assess an application for credit. Once you have an account or a credit facility with us and for a reasonable period of time afterwards, we may from time to time disclose your information to other lenders and credit reporting agencies requesting such information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc., or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites [www.consumer.equifax.ca](http://www.consumer.equifax.ca) and [www.transunion.ca](http://www.transunion.ca). Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of information.

## 9. Preventing, detecting and suppressing fraud

In order to prevent, detect or suppress financial abuse, fraud or criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity, or manage, defend or settle any actual or potential loss in connection with these activities, we may collect from, use and disclose your information to, any person or organization (including your next-of-kin or representative), fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or insurance companies or financial or lending institutions. For these purposes, your information may be pooled with data belonging to other individuals and subject to data analytics.

## 10. How we use your information for marketing purposes

We may also use your information for marketing purposes, including to:

- Tell you about other products and services that may be of interest to you, including those offered by other businesses within the CCS group of companies, and others we select;
- Determine your eligibility to participate in contests, surveys or promotions;
- Conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a member, and to develop products and services; and
- Contact you by telephone, mail, email, text message, ATM or other methods.

With respect to these marketing purposes, you may choose not to allow us to:

- Contact you by telephone, mail, email, text message, ATM or other methods, with offers that may be of interest to you; or
- Contact you to participate in research and surveys.

## 11. Your health information

We collect, use and disclose information about your health in order to provide you with third party creditor insurance products requested by you, and to assist in the administration of any claims under those creditor insurance products. We do not use this information for any purpose unrelated to these creditor insurance products, and we do not share it within the CCS group of companies.

## 12. We may record our interactions

When you are speaking with one of our telephone service representatives or internet live chat agents, or messaging with us through social media, we may monitor and record our discussions for our mutual protection, to enhance customer service, and to confirm our discussions with you. We use security cameras at our branches and ATMs to protect our members and ourselves from criminal activity.

If you prefer not to be recorded by audio or video, many but not all transactions can be conducted using Coast Online Banking or Coast Mobile Banking.

You will not record our interactions without our prior consent.

## 13. How you can opt-out

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement or our Privacy Policy, you may do so by calling our Contact Centre, visiting any branch, or contacting our Privacy Office. Please read our Privacy Policy for additional information about your opt-out choices.

## 14. If you have questions

Please read our Privacy Policy if you have any questions about:

- how we collect, use and disclose your information;

- how to request access to your information; or
- how to correct your information.

If your question remains unresolved, you may call our Contact Centre, visit any branch, or contact our Privacy Office at: Privacy Office, Coast Capital Savings, 800-9900 King George Blvd, Surrey, BC V3T 0K7, email: [centralprivacyoffice@coastcapitalsavings.com](mailto:centralprivacyoffice@coastcapitalsavings.com), or toll-free at 1.888.517.7000 (please ask for our Privacy Office).

## H - General

### 1. If you have a problem or concern

Tell us about your problem or concern in the way that is most convenient for you. You may contact a service representative by calling our Contact Centre (1-888-517-7000), by visiting any branch, or by using the e-mail form provided on our website.

If your concern remains unresolved, you may contact the manager at any branch.

If your concern still remains unresolved, you have additional options described in our statement on complaint handling procedures, which is available on our website, by calling our Contact Centre, or by visiting any branch.

If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you may contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario, K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222, or through its website at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca). However, the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process described above.

### 2. How we communicate with you

We may send any paper notice or other communication to the most recent mailing address shown in our records. If we send it by ordinary mail, you will be considered to have received it five business days after the post-mark. If we deliver it by hand, you will be considered to have received it when delivered. If mail service is disrupted, we will tell you where to pick up your paper statements. You will be considered to have received your paper statement on the day it is available for you to pick up, whether or not you do so.

Under applicable law we require your consent to send you certain communications by electronic methods. We will not send you those communications by electronic methods unless you have signed or otherwise accepted our Consent to Electronic Delivery of Documents. If you consent and we send you a notice or other communication by electronic methods, then you will be considered to have received it when the electronic communication enters the information system designated by you in the Consent to Electronic Delivery of Documents.

You acknowledge that there are inherent risks in electronic communications, and that the security of electronic communications is not guaranteed. You accept all risks associated with the communication methods used with your accounts or our services, including the risks that the use of mail, courier or unencrypted communications might not be secure, reliable, private, or confidential.



### 3. We may change this Agreement

This version of this Agreement is effective as of the day Coast Capital Savings Federal Credit Union continues under the *Bank Act* (Canada), and replaces older versions of this Agreement. We may propose to change, either permanently or temporarily, any term of this Agreement (including fees, charges or other amounts required to be paid by you under this Agreement) or replace this Agreement with another agreement, at any time. We will give you notice of a proposed change and any other information required by law, at least 30 days before the change is to come into effect (as stated in the notice). We may give you notice of a proposed change by any method allowed by applicable law, including:

- Providing a notice with your paper statement or eStatement;
- Sending you a paper or electronic notice;
- Posting a notice in our branches;
- Displaying a notice at or near our ATMs; or
- Posting a notice on our website.

You may refuse the change by closing your accounts without cost within 30 days of the effective date of the change.

You can obtain a copy of the current version of this Agreement on our website, by calling our Contact Centre, or by visiting any branch.

### 4. Services are “as is” and “as available”

Services are provided on an “as is” and “as available” basis. Except as otherwise expressly provided in this Agreement or where prohibited by law, we disclaim all representations, warranties and conditions, express, implied or collateral, including implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, infringement and those arising by statute or otherwise in law or from the course of dealing or usage of trade. We do not represent or warrant that our services will meet your requirements, or that the operation of our services will be uninterrupted, secure or error free.

### 5. Our liability is limited

You agree that we will be liable to you only for your direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from our performance of our obligations under this Agreement or the services provided to you. We will not be liable to you for any other direct damages, and our aggregate liability to you for all claims arising out of or related to this Agreement or the services provided to you shall be limited to a maximum of \$5,000.

We will not under any circumstances be liable to you for any other damages or losses suffered by you or any other person, including indirect, incidental, special, general, consequential, aggravated or punitive damages, loss of profits, loss of revenue, loss of business opportunities, inconvenience, claims of other persons, or any other foreseeable or unforeseeable losses resulting directly or indirectly out of this Agreement or the services provided to you, even if we were advised of the possibility of such damages or losses, or the damages or losses resulted from our gross negligence, fraud or willful misconduct.

We will not under any circumstances be liable for direct damages or any other damages or losses suffered by you or any other person, where the damages or losses result from:

- Our exercising any right we have under this Agreement, or our acting or failing to act on any instructions provided by you;
- Any breach of this Agreement by you, your agents, or any other person for whom you are responsible;
- Any inaccuracies in, or inadequacies of, any information or instructions provided to us by you, your agents, or any other person for whom you are responsible;
- Any failure, error, malfunction or unavailability of any system or equipment of any person;
- Any failure, error or delay in any service or the processing of any transaction;
- Any act or failure to act by you or any third party;
- Any forged or unauthorized instrument or otherwise unauthorized transaction, any forged or unauthorized signature, any material alteration on any instrument, instruction or document relating to a transaction, any counterfeit instrument, or any other fraud or unauthorized account activity or use of our services;
- The implementation of any transaction or any instruction where we have been provided with any Identity or Proof of Identity;
- Your loss of any official cheque or other instrument provided to you by us.
- Payment of funds to the surviving joint account holders;
- Any dispute with any person relating to a claim for entitlement to funds in an account;
- Our decision to freeze an account, or to hold funds, or to refuse or delay a transaction;
- Our failure to perform any of our obligations due to any cause beyond our exclusive control; or
- Any other circumstances where we have disclaimed liability or responsibility under this Agreement or you have accepted a risk under this Agreement.

We will not under any circumstances be liable for direct damages or any other damages or losses suffered by you or any other person, where you could with reasonable diligence have obtained coverage for the damages or losses with a commercially available policy of insurance.

The limitations in this section apply to any act or omission by us or by any of our team members, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law.

### 6. You will pay any losses we incur

You will pay us for any losses that may be incurred by us or any of our team, including any claim brought by any person, that result directly or indirectly from this Agreement, the operation of your accounts, the provision of any services to you, our acting or failing to act on your instructions, or any circumstances where we have disclaimed liability or responsibility under this Agreement or you have accepted a

risk under this Agreement, except to the extent that the losses result directly from our gross negligence, fraud or willful misconduct.

#### **7. We may recover our costs and legal fees**

You will pay us for any costs we incur to recover amounts that you owe us. These costs include legal fees on a solicitor and own client basis as well as reasonable counsel fees charged by our legal department.

#### **8. We may set off your debts against your accounts**

We may apply a positive (credit) balance in any of your accounts against any debt, obligation or liability you may owe to us. For joint accounts, we may also apply a positive (credit) balance in a joint account against any debt, obligation or liability that any joint account holder may owe to us, and we may apply a positive (credit) balance in any other account of a joint account holder against any debt, obligation or liability you may owe to us in relation to the joint account. We can set off these balances in any manner we consider necessary, and we are not required to give you notice before we do so.

All security held by us for any debt, obligation or liability, whether now or in the future, is also security for any debt, obligation or liability arising under this Agreement, from the operation of your accounts, or from use of our services. We may apply such security to such debt, obligation or liability, with or without notice.

#### **9. How to serve documents on us, and how we may serve documents on you**

Your "branch of account" may be identified in your account opening process, and it will be your branch of account for all subsequent accounts opened by you under the same membership. However, your branch of account may be different for registered products (such as RRSPs). If a branch of account is not identified in your account opening process or your agreement for the registered product, then we may designate the branch of account. For legal purposes, accounts are considered to be maintained at the branch of account. Service on us of notices, demands or legal documents must be made at the branch of account. You may find your branch of account on your paper statement or eStatement, through Coast Online Banking, by searching for your branch name to locate your branch on our website, by calling our Contact Centre, or by visiting any branch.

We may serve you with any notice, demand or legal document in any way that we are permitted to send you notices under "How we communicate with you" in section H-2, and the notice, demand or legal document is deemed to have been served when we are entitled to consider that you have received it under that section.

#### **10. Our records are binding on you**

In the absence of evidence to the contrary, our records are conclusive and binding on you for all purposes, and will be admissible in any legal, administrative or other proceeding as if such records were original written documents. Our records will be conclusive proof of the information contained in such records, including information relating to transactions on your accounts, any instructions or notices given by you or by us, your use of any Card, your use of any services, and

the contents of any envelope deposited by you into an ATM or business depository.

#### **11. We may pay into court**

If there is a dispute or any uncertainty about who is entitled to the money in an account, who is able to provide instructions on an account (including due to your alleged or actual incapacity or any marriage/common-law partnership breakdown), or who is legally entitled to apply for and accept payment on your death, we are entitled to either apply to court for directions or to pay the money in the account into court and be fully discharged. In either case, you will pay us any legal and other costs we incur.

#### **12. You must notify us if you change your address, residency, tax residency, or United States person status**

You must notify us immediately of any change to your mailing address. If you do not, your last known address will be your current address for any purpose under this Agreement. If we are unable to deliver any communication or any communication is returned, we may stop attempting to communicate with you until we receive accurate contact information.

You must notify us immediately of any change to your residency. If you are no longer a resident of Canada, we may close your accounts and, whether or not we close your accounts, you will immediately pay all amounts owing under this Agreement free and clear of all foreign taxes, holdbacks and all withholding taxes.

You must provide us with updated information within 30 days of any change to your tax residency information or United States person status. You declare that the tax residency information and United States person status you provided to us (including any tax identification number) are, to the best of your knowledge and belief, correct and complete. Failure to provide satisfactory self-certification of tax residency or United States person status may result in your account information being reported to the relevant tax authority and you may be subject to a penalty under the *Income Tax Act* (Canada).

#### **13. Which laws govern this Agreement?**

This Agreement is governed by the laws of the province of British Columbia and the laws of Canada applicable in British Columbia. The courts located in Vancouver, British Columbia will have exclusive jurisdiction in the event of any dispute relating to this Agreement.

#### **14. You waive presentment, etc.**

You waive presentment, protest, notice of protest and notice of dishonour on all instruments.

#### **15. Our name and trademarks**

You will not make any public communication using our name or any of our trademarks, without our prior written consent.

#### **16. How we interpret this Agreement**

This Agreement should be read with all changes of number and gender that the context requires. The term "including" means "including, but not limited to". The term "gross negligence" means conduct (whether through action or inaction) which is a marked and flagrant departure from the

conduct ordinarily expected of a reasonable and prudent person in our position, or so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences. Headings are for convenience only and do not affect the interpretation of the rest of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue in full force and effect. Only an authorized CCS officer can waive a term of this Agreement, and the waiver must be in writing. A failure by us to exercise, or a delay by us in exercising, any of our rights under this Agreement is not a waiver of our rights. A waiver of any right will not prevent us from exercising that right in the future. If we waive a breach of any term of this Agreement, we are not waiving any breach of any other term or any future breach of that term.

## **17. Assignment of this Agreement**

This Agreement is binding on us and our successors and assigns. We may assign your accounts, services, and this Agreement to any person without your consent. This Agreement is also binding on you, your successors, permitted assigns and attorneys, and on your heirs and personal representatives - including your executors and administrators. You must obtain our written consent to assign this Agreement and any account or service to another person.

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