



**中国工商银行 (加拿大)**

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

# **Business Banking Services Terms and Conditions**

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## 1. Introduction

The Business Banking Services Terms and Conditions (“the Terms”) form part of your financial services agreements with Industrial and Commercial Bank of China (Canada) (“the Bank” or “ICBK”), which contain the terms and conditions that apply to the Accounts you hold with us and any Services we provide to you. By opening the Account or using your Account, you agree to the Terms and you further agree that the Terms replace any previous versions of the Terms. It is important that you read and understand the Terms covering the Services you have chosen.

The Terms are binding on us, our successors and assigns. We may assign your Account, Services, and the Terms to any party without your consent. The Terms are also binding on you, your successors, permitted assigns and attorneys, on your heirs and legal representatives, including your executors and administrators, in Quebec. You may not assign the Account or Services to any other party.

Please keep the Terms in a safe place with other important records. The current version of the Terms is available at our branches and online at [www.icbk.ca](http://www.icbk.ca). If you have any questions about our Services, any of your Accounts or the Terms, please contact your branch, call us at Customer Service Hot Line (1-877-779- 5588) or refer to our website at [www.icbk.ca](http://www.icbk.ca). The Terms may cover more services than you may be using at this time. If you apply for additional accounts or services from us in the future, these Terms will also apply to those services and those services will be included in the Services.

## 2. General Definitions

In the Terms, “you”, “your” and “yours” refer to the business entity entering into these Terms, being a sole proprietorship, a partnership, a corporation, any other type of entity, and with respect to and for the purposes of the Services, any Related Person. “we”, “us”, “our”, “ICBK” and “the Bank” refer individually and collectively to Industrial and Commercial Bank of China (Canada) and, if applicable, to any of our Canadian subsidiaries.

### 2.1 INTERPRETATION

In the Terms, unless the context indicates a contrary intention: (i) words suggesting the singular include the plural and vice versa; (ii) headings used for sections are for ease of reference only and shall not affect the interpretation of these Terms; (iii) references to these Terms, or to any materials, documents, product or Service, including the Services, or to any law, guideline, policy, rule, standard, or directive or otherwise, are as the same may be amended, restated, supplemented or otherwise modified from time to time; (iv) use of the words “includes” or “including” means “including, without limitation,” and the term “such as” shall mean “such as, without limitation”; (v) the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”; and (vi) references to sections are references to the sections in the Terms.

### 2.2 GENERAL DEFINITIONS

The following definitions are listed in alphabetic order.

**ABM** - automated banking machine.

**Account** - any business deposit account you have with us.

**Assisted-Service** - transactions processed directly with the assistance of a staff member at any branch of the Bank or through our Electronic Financial Services.

**Authorized Signatory** - means your authorized signing officer(s) as identified by you on our prescribed form on file with us.

**Available Balance** - the actual balance of funds in your Account plus the unused portion of any overdraft limit or line of credit associated with that Account less funds being withheld by the Bank.

**Business Day** - any day other than Saturdays, Sundays or statutory holidays.

**Card** - a Debit Card, credit card or any other card that we may issue to you, or any person on behalf of you, with a unique card number, and includes the use of the unique card number.

**Cardholder** - any person that you authorize and designate to use the Card and related Service.

**Card Not Present Transaction** - an online order, mail order or telephone order transaction (including payments and other funds transfers such as refunds) using the Card without the PIN.

**CVV2** - means the three-digit security code on the back of the Card, where applicable.

**Debit Card** - the Debit Card issued to you by the Bank, including any replacement Debit Card issued to you that has a unique card number associated with your Account(s). Debit Card shall also mean the unique card number itself.

**Debit Transaction** - a transaction that debits an Account conducted by any means of Account access, including but not limited to cheques, withdrawals of funds, bill payments, Debit Card purchases, transfers of funds including pre-authorized payments or debits and bank charges.

**Direct Payment** - payments (or other funds transfers, such as refunds) made with your Card that pay for goods or services at a POS.

**Electronic Financial Services** - the services that enable you to access your Accounts by using your Card or User Name or Electronic Signature, including through the following:

- Telephone Banking;
- Online Banking;
- eMessenger;
- ABMs;
- Point-of-sale(POS) or other card terminals;
- Card Not Present Transactions;
- All other electronic financial services.

**Electronic Signature** - each secret and confidential combination of numbers or letters, or security questions associated with or attached to your Account or Card, as applicable; any digital certificate or security token issued by the Bank, for your use, as a means of confirming your identity and authorizing transactions performed, and Services accessed by using your Card, Telephone Banking or Online Banking. Your Electronic Signature includes, but is not limited to, your PIN, Password, security questions or any other security codes such as access codes which allow you to access the Electronic Financial Services.

**Electronic Transaction** - transactions with respect to an Account, including deposits, withdrawals, transfers or payments (including bill payments and Direct Payments), stop payment instructions, and other transactions, Services or information with respect to an Account through Electronic Financial Services.

**eMessenger** - a message (including information about one or more of your Accounts which in turn may include your confidential information) that is sent electronically by us to you or by you to us, through one or more of the following channels:

- a message that is sent to your online banking inbox or posted in the Information Centre;
- an email message that is sent to an email Account.

**Information Centre** - a secure online place where the Bank will send messages to you that are accessible through Online Banking.

**Instrument** - a cheque, bank draft, money order or other bill of exchange, order for payment, promissory note, electronic debit or credit or other payment instrument, including any automated clearing house payment, pre-authorized deposits or debit payments, any image or reproduction of the foregoing.

**Machine** - any ABM, terminals, Direct Payment terminals, telephones and other equipment you may use with your Card or User Name to access our Services. In addition to your Card or User Name, you must use an Electronic Signature with the Machine to access our Services.

**Online Banking** - our online banking services that you may access via the Bank's website ([www.icbc.ca](http://www.icbc.ca))

**Password** - each personal identification word, number or combination of words and numbers that, together with a Card or User Name, provides you with access to Services.

**PIN** - the secret and confidential personal identification number associated with or attached to your Card.

**POS** - means a point of sale terminal where Direct Payments can be processed using your Card.

**Records** - your paperless transaction history, online statements, passbook, or paper statements.

**Related Person** - means a person or entity associated with you through employment, management, governance, shareholding, ownership, or control. A Related Person may include a guarantor, director, officer, Authorized Signatory, delegate, representative, agent, nominee partner of a partnership, any person exercising control over an entity, beneficial owner, trustee, beneficiary, affiliates, and other persons or entities with whom you have a relationship relevant to your relationship with us.

**Representatives** - mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors, or other party, acting on behalf of them, including a party specified in an authorization form and their delegates.

**Service** - any Account or service covered under the Terms, that may be accessible with or without your Electronic Signature or Written Signature, including:

- making withdrawals from, deposits to, transfers between, payment, or obtaining cash advances from your Accounts;
- any other transaction or service that we may provide to you from time to time; or
- use of Electronic Financial Services.

**Telephone Banking** - our Services that may be offered by the Bank from time to time that may be accessed via the telephone and includes instructions given orally or through the use of an interactive voice response (IVR) system (such as pressing the number buttons on a touch tone telephone).

**User Name** - your personal identification code that, together with your Electronic Signature, provides you with access to your Accounts and/or Services.

**Written Signature** - the written signature that you provide to authenticate yourself, and confirm receipt of, a transaction record for certain types of transactions made using your Card.

### 3. General Terms and Conditions

For the purposes of this Section, “you” means you and any Related Person. The below general terms and conditions apply to all sections of the Terms.

#### 3.1 USE OF OUR SERVICES

You agree to use the Services in accordance with these Terms, and only for lawful business purposes. You will only use the Services as permitted herein, and subject to these Terms, only for yourself and not for the benefit of any party whose identity is not disclosed to us. You agree not to use any of our Services for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Services. We may close your Account, or refuse to release funds in your Account without notice to you, including if required by law or at our discretion if at any time you commit, or we suspect you may have committed, fraud or any other illegal act, we determine that you pose an unacceptable level of legal, reputational or other risk to the Bank, you violate the terms of any applicable agreements, you use the Account for any improper or unlawful purposes, there is suspicious activity in the Account, or you operate the Account in any unsatisfactory manner.

#### 3.2 AUTHORIZED SIGNATORIES

You agree to ensure that Authorized Signatories are and will remain at all times duly authorized to provide us with instructions for all Services, and you agree to provide us with proof/evidence of such authority in a form acceptable to us in our sole discretion, and as may be requested by us from time to time. Authorized Signatories may: (i) provide instructions, information, confirmations, and authorizations in relation to any Services (whether in writing or otherwise), including on behalf of, for the

benefit of, or for the purposes of, any Related Person; (ii) sign, enter into, and deliver agreements that are binding on you or any Related Person; and (iii) delegate to any person the authority to undertake any activity contemplated in (i) or (ii) above.

### 3.3 RELIANCE ON INSTRUCTIONS

You agree that we are authorized to treat as valid all instructions provided by you, any Authorized Signatory, any delegate, or anyone purporting to represent you or otherwise act on your behalf. We are under no obligation to verify the validity of any instructions provided to us, and you agree that we may treat all instructions received in relation to the Services as legally valid and binding on you. We reserve the right to record any instructions or verbal information provided by you or on your behalf. Notwithstanding the foregoing and for greater certainty, we may decline to act on any instructions if we believe that such instructions are not valid for any reason, in our sole discretion, and we may require further evidence or proof of the validity of any such instructions at any time as we deem appropriate, in our sole discretion. In any event, you hereby acknowledge and agree that you remain responsible at all times for any and all instructions provided by anyone purporting to represent you and received by us, regardless as to whether any such instructions are valid, authorized, or otherwise.

### 3.4 WAIVER OF PROTEST

You waive presentment, notice of dishonor, protest, and notice of protest of any Instrument. You will be liable to us on any Instrument as if it had been duly presented, protested and notice of dishonor and protest had been given to all parties to it as provided by law. We may carry out any such formalities if, in our discretion, we consider it in either party's interest. We will not, in any circumstances, be responsible or liable for failure or omission to present, give notice, have protested or noted for protest of any Instrument.

### 3.5 USE OF AGENTS

We may use the services of any bank or agent as we deem advisable in connection with any of your Services. Such bank or agent is deemed to be your agent and we will not, in any circumstances, be responsible or liable to you by reason of any act or omission of such bank or agent, however caused, in the performance of such service or by reason of the loss, theft, destruction or delayed delivery of any Instrument while in transit to or from, or in the possession of such bank or agent.

### 3.6 ACCESS AND SECURITY

You acknowledge that access to the Services may be provided by way of passwords and logon IDs, authentication devices or codes (the "Access Devices"). You understand that possession or knowledge of an Access Device by any person may result in that person being able to access the Services. You authorize us to provide the Service to anyone using the appropriate Access Device(s) without further enquiry. You will be responsible for any use of the Service, whether authorized or unauthorized.

You agree that maintenance of the security of the Services (including the strict confidentiality of the Access Devices) is your responsibility. You will always have in place commercially reasonable procedures to prevent and detect losses caused by unauthorized access to, or unauthorized use of, the software, Access Devices or the Service by your employees or third parties. You will not access or try to access restricted areas of our computer system or perform or try to perform functions that are not authorized under the Terms. If we reasonably suspect that you are doing so or that you are using the Access Devices or software in any inappropriate manner, we may, without notice, suspend your access to any of the Services.

### 3.7 DEMAND FOR INFORMATION OR DOCUMENTATION

You acknowledge that from time to time we may be legally required to respond to or comply with requests or demands for information or documentation regarding your Account and/or Services. You agree that we may charge you for the costs of our complying with court orders, warrants, summons to witnesses, subpoenas, statutory demands or responding to any legal proceeding in which copies of your financial information or records are sought or required from us. The cost we may charge to your Account includes, but are not limited to, reasonable legal fees, third party service provider fees, fees for clerical time and copy charges.

### 3.8 COSTS AND LEGAL FEES

You will pay us for any cost to recover amounts that you owe us. These costs include legal fees on a solicitor and his own client basis as well as those reasonable counsel fees charged by or to us. If you fail to pay any such costs, they will be charged against any of your Accounts.

### 3.9 OVERDRAFTS (NOT COVERED BY OVERDRAFT PROTECTION)

Unless you have a separate overdraft agreement with us, you agree that you do not have the right to overdraw your Account. If you create an overdraft, you must promptly repay the amount you overdraw plus interest, without notice from us. Service charges and costs may be charged to your Account even if charging such amounts increases the amount of the overdraft in your Account. We will charge you interest at the prevailing overdraft interest rate (as disclosed in our branches or on our website) on any amount overdrawn until you have repaid it in full. If we allow you to have an overdrawn Account, that must not be considered as permission to do it again.

### 3.10 INACTIVE/DORMANT ACCOUNT

Your Account will be designated as inactive if you have not made any contact with us (by way of withdrawal, deposit, Online Banking transaction, excluding service charges or interest credits) ("contact with us") in any 12 month period. If you have not made any contact with us after 2 years, your Account will be designated as dormant.

We may charge inactive/dormant Account maintenance fees to any such inactive/dormant Account. If there are insufficient funds in your Account to cover any such charges, we may close the Account without notice to you. Details of our charges and fees may be found at our branches or on our website.

If you have not made any contact with us regarding the Account during the previous 10 years, under federal law, your Account will be considered abandoned. The unclaimed balance in Canadian Dollars in your Account will be transferred to the Bank of Canada, which acts as custodian on behalf of the owner. There is a process for reclaiming those deposits by filing a claim with the Bank of Canada, please visit the Bank of Canada's website to find more details.

### 3.11 FOREIGN CURRENCY TRANSACTIONS

If an Instrument or transaction requires conversion of funds from one currency to another currency, unless otherwise agreed in writing by the Bank, we may convert the Instrument or funds to the applicable currency at the applicable currency conversion rate established for such purpose by the Bank in its discretion. We may debit any Account for the funds required for the conversion and for any related fees and charges. The Bank will not be responsible for any losses relating to foreign currency conversions, including those resulting from a change to the Bank's currency conversion rates between the date an Instrument is converted by the Bank and the date the Instrument is delivered, received, processed, or returned. If a foreign currency transaction must be reversed, for any reason, you agree that you will be responsible for any loss or cost associated with the currency exchange and we may charge this loss or cost to your Account.

We are not responsible for any losses you suffer due to changes in foreign currency exchange rates or the unavailability of funds due to foreign currency restrictions. Any claims we may have against you, and any service or other charges related to your Account may be deducted from your Account.

Notwithstanding the above, any Instrument received for deposit to your Account in a currency other than that of the Account may be declined by us.

### 3.12 LIMITS

The Bank may establish one or more limits (dollar amounts or otherwise) for any Instruments drawn on your Accounts, use of the Card, Electronic Financial Services and on the various transactions which may be available through the Services. It is your responsibility to check and adhere to these limits. The Bank may at any time, in its discretion, without prior notice to you, change these limits for any reason, including in order to process any Instrument which would have exceeded a limit. You may

request to lower the limits if those limits do not correspond to your usage expectations and present a level of unwanted risk for you.

### 3.13 RIGHT TO SET OFF DEBTS

We can apply a positive (credit) balance in any of your Accounts with us against any debt, obligation or liability, contingent or otherwise, you may owe to us. We can set off these balances in any manner we consider necessary. We may do so without first giving you notice. This right is in addition to any rights that we may have at common law with respect to set-off or consolidation of Accounts.

### 3.14 ELECTRONIC COMMUNICATIONS

Any electronic communication between you and us will take place according to the provisions of this section. Electronic Communication means any communication of instructions by telephone, wire or other method of telecommunication or electronic transmission, including a facsimile transmission or an email.

Unless we are required by law to communicate with you in another way, we may, at our option, send you disclosure, notices and other messages electronically through any method we choose, including to a designated fax number, an email address you provided, or through online banking.

You need to register with us before using Electronic Communications. We will tell you what kinds of instructions we will accept. We may tell you that we are willing to accept faxes (communications transmitted by facsimile) at designated facsimile numbers. We may tell you that we are willing to accept instruction by email at a designated email address.

You authorize us to accept without further verification, even under certain situations we may verify, and you agree to be responsible for, instructions for Electronic Transactions transmitted to us by electronic communications. Fax/Email instructions are Assisted-Services and fees may be charged if not covered by your bank plan. We will consider any electronic communication received from you or in your name to be duly authorized by you. You authorize us to rely and act on any such communication. If the communication is by facsimile or email, we will be entitled to act upon any signature purporting to be your signature. If we try to verify the signature on a facsimile transmission or the validity of any instructions electronically communicated (though we are not obligated to do so) and are unable to do so to our satisfaction, we may delay in acting on or refuse to act on such instructions.

We may, at your request, forward to you copies of any statements, Instruments or other documents by Electronic Communications from time to time. We do our best to provide Electronic Communication in a timely manner and with accurate information. You agree that we will not be liable for any of the following:

- (1) Any delays, failure to deliver, or misdirected delivery;
- (2) For any errors in the contents of the communications;
- (3) For any actions taken or not taken by you or any third party in reliance on the electronic communication.

For our mutual protection, we may record all telephone calls that relate to the instructions or use of the Electronic Communication. You agree that our records regarding any Electronic Communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. Our records will be conclusive proof of the information contained in such Electronic Communications.

### 3.15 INFORMATION ATTESTATION

All information that you have provided to us respecting, where applicable, (i) the names of your directors and the names and addresses of your beneficial owners; (ii) the names and addresses of your trustees, known beneficiaries and/or settlers; (iii) your ownership, control and structure; and (iv) Related Persons, is accurate and complete. You are responsible to advise us of any changes to the above information, including your address and contact information, and that of any Related Person. Your last known address and that of any Related Person will be your current address (or that of any Related Person) for any purpose under the Terms. If we are unable to deliver any communication or any communication is returned, we may stop

attempting to communicate with you or any Related Person and suspend Services until we receive accurate contact information. We reserve the right to request from you updated information and/or additional supporting information.

### 3.16 CREDIT AGENCIES

In addition to any rights that we may have regarding the collection and disclosure of your information, you authorize us to obtain information about you from, and disclose information about you to, other banks, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by you and any supplier, agents or other party that performs services for you or for us.

### 3.17 TAXES

If you hold products, Accounts or Services that may generate interest or other investment income, in accordance with the Income Tax Act (Canada), we will report the revenue earned by you to the Canada Revenue Agency. We may charge any of your Accounts with the amount of any applicable taxes which are your responsibility, unless you provide us with a tax exemption certificate.

### 3.18 INDEMNITY

In consideration of the Bank providing you with (an) Account(s) and/ or the Services, you, your successors, assigns, and legal representatives agree to indemnify and save harmless us and each of our directors, officers, employees, custodians, subcontractors, agents or its affiliates from and against all costs, charges, complaints, expenses, damages, liabilities, claims, actions and losses whether directly or indirectly incurred, sustained or suffered by us or you in connection with any Instruments; our enforcement of our rights hereunder, and the operation of any Account, including claims of any third party; for nonpayment of any Instrument in accordance with instructions provided by you or non-acceptance of any Instrument or our dishonor, or refusal to certify Instruments; our acting, delaying in acting or declining to act upon any instructions received for Transactions including returning Instruments to other financial institutions for reimbursement under the rules of the Canadian Payments Association; and including legal costs and expenses (on a full indemnity basis) incurred by the Bank in connection with any of the foregoing.

You will reimburse us for, and indemnify us against, all claims and demands that may be paid by us or made against us in respect of providing or not providing such Services to you and from all losses, costs, charges and expenses, including legal fees, that we may incur as a result of any such claims and demands.

If we are entitled to and make any claim under this indemnity, we may pay the claim from your Account. If there are not sufficient funds in your Account, you agree to pay the amount of the claim and we may apply monies held for you in any other Account with us or any affiliate, to eliminate or reduce such claim.

### 3.19 LIMITATION OF OUR LIABILITY

We are not responsible or liable for confirming the accuracy and completeness of any information provided by you and are not responsible for any discrepancies between cheque numbers, serial numbers, amounts, payee names and other information provided.

We are not responsible or liable for any loss or damage arising from a forged or unauthorized signature or endorsement or a material alteration on any Instrument, unless you prove each of the following: (i) it was made by a person who was at no time your employee or agent; (ii) that the loss was unavoidable despite your having had in place the systems, procedures and controls to supervise and monitor your employees and agents; and (iii) that the loss was unavoidable despite your having taken all feasible steps to prevent the forgery, unauthorized signature or material alteration and loss arising there from.

In no event will we be responsible for or liable to you or any third party for any failure, error, delay, damage, loss of profits or other economic loss, interruption of business, inconvenience or claim (other than any loss, liability or claim caused by our gross negligence or willful misconduct) arising directly or indirectly out of:

- (1) any act, omission or any failure to act, of you or any third party;

- (2) any errors resulting from incomplete or incorrect data received by us; or
- (3) taking instructions regarding any of your accounts from a person or persons whom we reasonably believe is/are an Authorized Signatory/signatories; or
- (4) any use of communications networks, either private, public or otherwise, operated by a third party, in connection with any Services provided by us; or
- (5) your communication of any confidential or other information to us by fax, or by other electronic means including email or if we communicate such information to you by these means at your request or as a reply to a communication sent to you over the same channel; or
- (6) any software, hardware or applications from a third party that we may make available to you and/or
- (7) any failure, malfunction, delay or inaccessibility of any Machine, communication, system or network.

You agree that the Bank will under no circumstances be held liable to you if access to your Account(s) is not available in the desired manner for reasons including, but not limited to natural calamities, legal restraints, network failure, or any other reason beyond the reasonable control of the Bank.

The limitation applies to any act or omission of the Bank, its affiliates, agents or suppliers, 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. Our liability is subject to the limitations set forth in this section and in any other section of the Terms

### 3.20 YOUR LIABILITY

You agree that you are liable to us (if a partnership or joint venture jointly and severally) for:

- (1) all transactions and agreements entered into by you or in your business name;
- (2) all bills of exchange (including cheques), promissory notes, orders of payment of money, securities, coupons, clearing items or other value items and other instruments (each an Instrument) made, drawn, accepted, endorsed (by rubber stamp or otherwise) or signed by Written Signature or Electronic Signature
  - a. by your appointed attorney, if you are a sole proprietorship, or
  - b. by you, as represented by your authorized signatories, if you are a partnership, corporation, association, joint venture or any other entity.
- (3) all Instruments credited to you. We reserve the right not to accept third-party Instruments which bear a prior endorsement for deposit (because we may be unable to verify that endorsement); and
- (4) all indebtedness and other liabilities, both direct and indirect, which are created or increased resulting from the use or misuse of the Services, whether authorized or unauthorized, including through transactions affecting any of your accounts or the accounts of other customers that are debited through use of such Services.

Except as provided in the Section 5.8 “Lost or Stolen Card” and Section 5.9 “Other Reporting Obligations”, you are liable for all obligations, debts and liabilities incurred under the Terms, for the full amount of all transactions on your Account authorized by you. You authorize transactions by:

- (1) Using any combination of Card, User Name, or Electronic Signature to access the Service;
- (2) Providing your Card, Cardholder name, Card expiry date or CVV2 to a merchant or other third party to complete a Card Not Present Transaction;
- (3) Your Card being used for a tap transaction at a participating merchant; or
- (4) Authorizing anyone else to do 1), 2), or 3) above.

You are also responsible if:

- (1) You make any error, or worthless or fraudulent use of the Services;
- (2) You fail to comply with your obligations as described in Section 5.2 “Security and Confidentiality”, Section 5.8 “Lost or Stolen Card” and Section 5.9 “Other Reporting Obligations” if you did not otherwise take reasonable steps that could have prevented the loss;

- (3) You voluntarily allow another person to use your computer, mobile device or tablet if you use that computer, mobile device or tablet to access the Services;
- (4) any other unauthorized use of the Card and Services to which you have contributed and is not otherwise exempt under a provision of the Terms; and
- (5) any other failure by you to comply with the Terms.

You are not liable for losses resulting from:

- (1) unauthorized transactions after your Card has been reported to us as lost or stolen, or your Electronic Signature has been reported to us as compromised;
- (2) unauthorized transactions after the Card is cancelled or expired; and
- (3) transactions completed through the Service where it can be shown that you have been the victim of fraud, theft, trickery, force or intimidation provided that you notify us promptly of the incident and fully cooperate in any subsequent investigation and provided that you have not contributed to the loss.

Your liability may not exceed the established transaction limits for the applicable Services; however your liability may exceed the actual or available funds in an Account. This may occur, for example, if an Account has an overdraft protection.

Except as expressly agreed in writing between you and the Bank, you will ensure that no transaction is effected through an ABM or a POS or otherwise which would result in a negative balance in any of your Accounts and you will indemnify the Bank against all liability and loss arising out of such transactions.

The Card provided to you is the property of the Bank and you must return the Card to the Bank upon request of the Bank. Your insolvency, bankruptcy or failure to exist as an entity shall constitute an automatic revocation of the privileges associated with the Card and the PIN and the Bank may seize and retain the Card. Withdrawal of your privileges for any reason shall not relieve you of any obligation under the Terms.

All security now or hereafter held by the Bank in respect of any indebtedness of the cardholder to the Bank shall also be security for any and all indebtedness of the Cardholder arising hereunder, and the Bank shall be entitled at any time, without notice, to apply such security against the Cardholder's indebtedness hereunder.

Where you are liable for the transactions on your Account(s) pursuant to the terms and conditions described in this section, you understand that the liability is in addition to any liability for those transactions that you have under any credit agreements and other banking agreements that apply to your Accounts.

For eMessenger services, you accept the risk that messages sent through eMessenger services may be delayed, lost, intercepted, reviewed or altered by third parties.

When you install, use or travel with any software from other companies we may make available to you in connection with any Electronic Financial Services, it is solely your responsibility to comply with the provisions of any agreements, licenses and other legal or technical documentation provided by such other companies in connection with the software, and with the legal requirements of any relevant jurisdiction. Unless you are a lawful, licensed user of such software, we may be unable to provide you with the Electronic Financial Services that require such software.

### 3.21 AMENDMENTS

We may, either permanently or temporarily, add or change any of the Terms (including use of the Accounts, the Card, and Electronic Financial Services under the Terms), or replace the Terms with another one, from time to time. We will notify you that we are making changes, in any of the following ways:

- (1) including a message to any statement that we may mail to you, at your last address in our records;
- (2) including a notice in your online monthly statement;
- (3) displaying a notice prominently at our branches; or
- (4) posting a notice on our website or through Online Banking.

The revised or replaced Terms shall be effective once we have provided such notice. Your continued use of a Service acknowledges that you agree to and accept the revised Terms, as modified or replaced. You also agree to check [www.icbk.ca](http://www.icbk.ca) from time to time for updates to these Terms. Even if you have not used a Service within 30 days of receiving the modified or replaced Terms, unless you close your Account or otherwise terminate the Services, you shall be deemed to have agreed to the Terms, as modified or replaced. If any provision of the Terms is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach of any term of the Terms will be effective unless in writing.

### 3.22 TERMINATION

The Bank may at any time, restrict the use of your Account, Card or Electronic Financial Services, or may vary the whole or any part of the Services we offer to you without notice to you. Either of us may terminate any Service by giving the other written notice, unless specified otherwise in the applicable Schedule.

We may terminate any Service or remove any Account from participation in any Service, or close any Account, without notice if:

- (1) You default on any obligation under the Terms or on any other agreement or Instrument with us;
- (2) We are served with any demand, attachment, garnishment or other order that requires us to pay any funds that we would have otherwise paid or advanced to you or on your behalf, or a receiver or receiver manager is appointed for any of your property, or you are bankrupt or insolvent, or any proceeding is commenced by or against you under any bankruptcy, insolvency or winding up statute; or
- (3) We reasonably believe that there has been or may be improper, unauthorized or unlawful use of a Service or any Card.

If you wish to end a Service, the Terms applicable to such Service will only end when all of the following conditions have been met:

- (1) You pay us any amounts owing under the Service;
- (2) Neither we nor you have any obligations to the other under the Service; and
- (3) We confirm to you that the Service is terminated.

If the Terms are terminated, all Services are automatically terminated. If any Service is terminated, the Terms will remain in effect for all other Services covered by these terms. Upon termination of a Service, you will cease to use the Service and we will cease to perform any Service transactions and we may recall any instructions given to third parties. You will remain responsible to us for any indebtedness or liability including outstanding charges owed to us despite termination and the closing of any Accounts in relation thereto. After termination or closing of any Accounts by us, any net funds remaining on deposit may be paid to you or to your legal representative and the Bank will have no further liability in respect of such funds.

### 3.23 OTHER AGREEMENTS

The Terms are to be read by you together with any other agreement governing the Services and/or Account or terms pertaining to other banking products and services, and any amendment, terms, conditions or disclaimers subsequently communicated to you from time to time. The Terms do not replace any other agreement relating to your Services and/or Accounts. If there is a conflict between the Terms and other agreements of the Bank, other agreements of the particular products and Services apply when you use the particular product and Service.

### 3.24 CONFIDENTIALITY

You will keep confidential all information concerning us which may be made known to you solely as a result of using any Service which is not generally available to the public. You will not release any such confidential information without our prior written consent.

### 3.25 COMPLIANCE WITH LAWS

You acknowledge that all Instruments will be issued and paid and all transactions will be processed in accordance with applicable laws and regulations, the rules of Payment Canada and any foreign clearing associations, Interac®, Exchange® and any other payment card network, and with any self-regulatory codes adopted by us.

You certify that you have complied and will continue to comply with all applicable laws (including any laws relating to economic sanctions, money laundering, currency and remittance controls) in connection with the money sent to the Bank by you or on your behalf.

## 4. Business Account Terms and Conditions

For the purposes of this Section, “you” means you and any Related Person. You covenant and agree to maintain your business in good standing under applicable laws.

### 4.1 NON-RESTRICTION

You acknowledge that there are no provisions in your constating documents or in any of your by-laws, any resolutions, or in any unanimous shareholder agreement, or in any other agreement, that restrict or limit in any way your powers or the powers of your directors or of any person authorized by the directors to conduct your banking business with the Bank.

### 4.2 PARTNERSHIP/JOINT VENTURE TERMS

Each partner is liable under the Terms regardless of the admission or withdrawal of any partner of a partnership or member of a joint venture. You will not be liable for obligations under the Terms which are incurred after we receive written notice that you are no longer a partner or a member signed by you or your legal representative, provided that in the event of dissolution of the partnership or joint venture, you will remain liable until the obligations to us under the Terms, whether incurred before or after the dissolution, are paid in full. This notice will be effective at each of our branches when the branch where you have an Account receives it.

### 4.3 DEPOSIT

You may deposit funds to your Account at any of our branches that provide Assisted-Service, by direct deposit, electronic transfer, electronic presentations of cheques or other Instruments, or in any manner acceptable to us from time to time.

Cheques deposited will be credited to your Account subject to the final payment and the Hold Funds Policy described below. We undertake reasonable diligence to collect such cheque but shall not be responsible for any delay, notice, or failure to collect them. You agree to allow us enough time to make sure the cheque has been cleared before you can withdraw the amount of the cheque.

All Instruments deposited must be payable to you or to bearer. You authorize us to endorse in your name any Instruments received for deposit in your Account(s) absent any such endorsement. That endorsement shall have the same validity as if made by you. We may not accept third-party Instruments which bear a prior endorsement for deposit.

We can apply direct deposits to your Account. However, we cannot be responsible for the type or amount of the deposit, or any delay in applying or failing to apply the deposit. We may debit your Account for the amount of any deposits for which we are not fully reimbursed. You are responsible for notifying us of any change in direct deposit instructions to anyone who makes direct deposits to your Account.

We may accept cheques from you on a collection basis. The funds will be deposited to your Account only if and when payment for the cheque has been received by us from the other financial institution. We may charge a fee for cheques sent on collection, and the other financial institution may also charge associated fees.

#### 4.4 CHARGES TO ACCOUNTS

Where applicable, we may charge for our Services and debit your Account(s) at any time with the following:

- (1) **For Instruments Drawn on Accounts:** the amount of any Instrument payable by you at any of our branches or agencies;
- (2) **Unpaid Instruments:** the amount of any Instrument cashed or negotiated by us for you or credited to your Account(s) (whether by means of deposits made by you or by payments received for you through electronic or other means) for which payment is not received by us on a final irrevocable basis, or is reversed, in whole or in part, and whether or not such nonpayment or reversal complies with the rules of the Canadian Payments Association or other clearing organization for any reason (whether or not such Instruments were drawn on other accounts with us), and with the amount of any other of your indebtedness or liability to us and with any expenses incurred by us in connection with paying of a dishonored or unpaid Instrument. Notwithstanding such charging, all rights and remedies of us against all parties are preserved. No charging of unpaid Instruments shall be deemed to be payment of such Instruments;
- (3) **Lost or Stolen Instruments:** the amount of any Instrument received by us for your Account(s) by way of deposit, discount, collection or otherwise if it is lost or stolen or otherwise disappears by any cause whatsoever other than our gross negligence;
- (4) **For Account Operation and Services:** any reasonable service charges and fees for the operation of the Account(s) and for any Services or any Bank plan which you subscribe for and we may provide from time to time;
- (5) **Amounts Deposited in Error:** any amount deposited to your Account(s) in error by us (you acknowledge that you do not acquire rights to funds deposited into your Account(s) in error merely by virtue of the fact that such deposit has been made, regardless of the length of time the funds remain in the Account(s); and
- (6) **Taxes:** all amounts collectible by the Bank as tax on the supply, sale or other provision of our Services.

If sufficient funds are not available in your Account(s) for the foregoing, you agree to pay and will be liable to us for any such amounts owed including any overdraft, together with interest thereon at the interest rate charged by us from time to time for overdrafts.

We may set off or apply funds available in your Account(s) to the amount of any indebtedness or liabilities you may have to us, in any manner we consider necessary and without prior notice to you, unless we have specifically agreed otherwise.

#### 4.5 DEBIT TRANSACTIONS

You may make withdrawals at ABMs or at our branches by providing your Debit Card or any additional identification which we may ask you to present at our discretion. There is a limit to the amount of money that you are able to withdraw at ABMs or at our branches. We may require you to give us several days' notice before you make a withdrawal. We may reject cheques or other payment items that do not comply with all applicable by-laws, rules, regulations, and standards of the Bank or Payment Canada. You may arrange with another party to have payments withdrawn from your Account and sent directly to them on a regular basis with our Pre-authorized Debit services. You can transfer funds from your Account at any of our branches or through our Electronic Financial Services. You can arrange to transfer funds between your Accounts with us, or from your Account to another Canadian financial institution, on a regular basis with our Pre-authorized Transfer Service. You can also make payments to other parties using the various payment Services we offer from time to time.

We may restrict your ability to withdraw or transfer funds in your Account or freeze your Account without notice if:

- (1) required by law;
- (2) at any time we have grounds to believe that there is any suspicious, illegal, or possible fraudulent or unauthorized Account activity regarding your Account;
- (3) your Account is operated in a manner that is unsatisfactory to the Bank, including by a third party whom we suspect is engaged in financial abuse;
- (4) you breach the terms of any agreement applicable to your Account;
- (5) if we believe that a legitimate claim is made by a third party against funds in your Account; or

- (6) we otherwise have any grounds to restrict your ability to withdraw or transfer in your Account, or to freeze your Account.

#### 4.6 CARE AND CONTROL OF INSTRUMENTS AND RECORDS

You must at all times have in place systems, procedures and controls, effective to prevent and detect thefts of Instruments or losses due to forgeries or frauds involving Instruments, including the generality of the Internal Supervision foregoing those:

- (1) ensuring that all Instruments are numbered sequentially;
- (2) ensuring that all Instruments are secured in the same manner as large sums of cash;
- (3) ensuring that all Instruments, cheque imprinters and facsimile signature devices are kept in a secured locked receptacle, vault, safe, etc. and that designated individual(s) are responsible for them at all times;
- (4) conducting periodic audits of Instruments; and
- (5) ensuring that the individual responsible for doing the bank statement reconciliation shall not be the individual who is responsible for security of Instruments or their preparation.

You will diligently supervise and monitor the conduct and work of all Authorized Signatories, all agents and employees having a role in the preparation of your Instruments and in your bank statement reconciliation or other banking function.

You are in the best position to discover a forged or unauthorized cheque or other Instrument, or a material alteration to a cheque or other Instrument drawn by you. All transactions with your cheques will be reflected in your Account, even if you did not perform or authorize the transaction. You agree to notify us immediately upon becoming aware that your cheques or your Records are lost or have been stolen. We shall have no responsibility or liability whatsoever for any loss due to a forged or unauthorized signature unless:

- (1) the forged or unauthorized signature was made by a person who was at no time your agent, employee or Authorized Signatory;
- (2) the loss was unavoidable despite you having taken all feasible steps to prevent loss arising from forgery or unauthorized signatures;
- (3) the loss was caused solely by our gross negligence, fault or willful misconduct.

You are responsible for all use, including any forgery, of your cheques or other Instruments, and we will have no responsibility for such use, including any forgery, unless you prove that you took reasonable precautions to protect them and that you exercised reasonable care in examining your Records. You agree to notify the Bank in writing of any unauthorized or forged instruments or material alteration immediately upon becoming aware of them.

#### 4.7 DIGITAL IMAGES

Digital images or electronic representations of Instruments (including copies of same) may be made or captured and used as if it were the original paper Instrument, including in the exchange and clearing of payments in Canada and other jurisdictions. Original paper Instruments may be destroyed and not returned to you. The Bank is entitled to act on any such image or representation for all purposes as if it were an original paper Instrument. The Bank and other financial institutions may reject any Instrument that does not comply with their respective policies, procedures, or guidelines or applicable laws. If Instruments are printed by a vendor that is not approved by the Bank, or security features are used or an Instrument is made out in a manner that causes critical data to disappear or be obscured on imaging or truncation (being the act of taking an electronic image of an Instrument and destroying the original paper Instrument), then you are responsible for any associated losses. Copies of images of Instruments (including digital or electronic representations) may be provided to you before they are posted to an Account or the Bank has determined whether the Instrument will be honoured or accepted. Such copies of images of Instruments are made available by the Bank as a Service to you, and the provision of copies of images of Instruments does not mean that a transaction has been processed or in any way obliges the Bank to honour or accept the Instruments. The Bank will not be required to ensure that copies of images of Instruments can be made available to you or any other Person for longer than seven (7) years following the date of the statement of Account on which the Instrument appears.

#### 4.8 STOPPING PAYMENT

If it has not already been paid, you may ask us to stop payment of a cheque, series of cheques or pre-authorized payment drawn on any of your Accounts. You must tell us the exact amount of the item, cheque number, if applicable, date of item, payee and the full Account number on which it is drawn for us to be able to enter a stop payment. If the information you give us is not correct, or you do not give us other reasonable information requested about the item, or if the payment was final and irrevocable, we will not be responsible if we are not able to affect the stop payment. Any stop payment request you make for any pre-authorized debits should be in addition to, and not in lieu of, a cancellation notice you provide to a payee. We are not able to stop payment on any Instrument which has already been presented for payment to us or which has been certified by us and we are not able to reverse any previously requested stop payment if the Instrument has already been dishonored. You acknowledge that a stop payment request may expire on the earlier of a date that is six months from the date of the initial stop payment request or six months from the date of a cheque, if known and provided by you.

#### 4.9 SERVICE CHARGES AND FEES

We may change any service charge or fee by sending you a notice, including by any electronic means, or by posting a notice in all our branch offices. If we send a notice, it will be considered to have been received by you: if mailed, 5 days after we send it; if delivered, on the day it is delivered; if sent electronically, on the day it is sent; or if faxed, on the next business day.

#### 4.10 HOLD FUNDS POLICY

We may hold funds you deposit by cheque, or other noncash deposits (money orders or bank drafts), for the time periods set out in our Hold Funds Policy prior to making them available to you for withdrawal. In certain circumstances the hold funds period may be longer than the duration prescribed under the Hold Funds Policy due to causes beyond the control of the Bank. We may refuse to accept any Instruments if we have reason to believe that the deposit is being made for illegal or fraudulent purposes. The Hold Funds Policy is available at our branches and on our website [www.icbk.ca](http://www.icbk.ca).

A hold provides no guarantee that a cheque or other non-cash deposit will not be returned unpaid after the hold period has expired. If a cheque or other non-cash deposit is returned to us unpaid for any reason at any time, either during or after the expiry of the applicable hold period, we have the right to charge the amount of the cheque or non-cash deposit to your Account.

#### 4.11 RECORD KEEPING

You will select whether to receive a statement of your Account or access transaction information through an electronic method as permitted by us. The options and associated obligations are as follows:

**Paper Statements:** If you have selected “Paper Statements” as your record-keeping option, subject to certain service fee, your statements will be mailed to you, your designated employee or agent. All statements of your Account(s) will be deemed to have been delivered to you if sent by mail to your most recent address contained in the records of the Bank. You agree to advise us promptly if you have not received your Account statement within 10 days of the date upon which you would normally receive it. If the paper statements for your Account(s) have been returned to us as undeliverable, your paper statements will cease until you provide us with a current mailing address. You will remain responsible for reviewing your Account activity and the Bank’s messages through other available means during any period when you have not received a statement.

**Online Statement:** If you have selected “Online Statements” as your record-keeping option, you will receive electronic statements through online banking. If you wish to retain a permanent copy of your online statements, you should print them or save them in electronic format from online banking. Copies of your Account statements are also available at any branch subject to service fee. You will also be able to review your transaction history by calling Customer Service Hot Line, or at any branch of the Bank.

**Account Inactivity:** If you have selected “Paper Statements” as your record-keeping option and there is no debit, credit transactions in your statement period, we will only provide you a statement online and suspend your paper statement for the month. Instead, we will send you a paper statement every June and December to reflect your Account information.

#### 4.12 CHECKING YOUR TRANSACTION INFORMATION

You will promptly and carefully review your transaction records to verify your Account transactions, fees, and all entries posted on your Account. If you believe there are any errors, omissions, or unauthorized transactions, you will notify us in writing within 30 days of the statement date. If we do not receive any written notice of errors or omissions from you within the notice period, you are deemed to have knowledge of and have accepted the Account transaction information, fees and all entries posted on your Account, and the Account balances, as valid and correct, and you will not be entitled to be credited with any amount that does not appear in the Account transaction information as shown in your Records. We will be released from:

- (1) any claim with respect to any and every transaction, fee, entry or Instrument on or in the Records;
- (2) any other claim in connection with your Account, including claims for negligence, conversion, breach of trust, breach of fiduciary duty or breach of contract.

The notice period and release applies even if your record is delayed, you have not received it, or you have failed to review your Account transaction information in whatever form, whether Paper Statements, Online Statements, by calling Customer Service Hot Line, or at a branch.

At any time, we may correct:

- (1) amounts added to your Account by mistake; or
- (2) amounts charged to your Account as a result of a forged or unauthorized endorsement of the payee of an Instrument drawn on your Account. You must notify us in writing of any forged or unauthorized endorsement on any Instrument as soon as you discover it.

#### 4.13 CLOSING OR FREEZING ACCOUNT

The Bank may at any time, without notice to you, close any Account, or freeze or hold the funds in any Account, at our discretion, including for reasons of actual or suspected fraud or illegality, inaction on the Account or breach of your obligations under any agreement between us and you.

If the Account is closed by you within 90 days of opening, a service charge may be charged to the Account before the balance of the Account is mailed to you.

#### 4.14 ADVERSE CLAIMS

If any person or entity makes a claim against funds in any of your accounts; or if we believe that a conflict exists between or among any of the authorized signatories on any of your accounts or that there is a dispute over matters such as the ownership of any of your accounts or whether any person is an Authorized Signatory on any of your accounts, we may, without liability to you or any other person including any of your owners or shareholders, take one or more of the following actions:

- (1) continue to rely on our records to determine the ownership of the account or the identity of the Authorized Signatory or signatories on the account;
- (2) honour the claim upon receipt of evidence satisfactory to us to justify such claim;
- (3) place a hold on all or a part of the funds in the account in accordance with Section 4.10 Hold Fund Policy until the dispute is resolved to our satisfaction;
- (4) close any of your accounts;
- (5) make such inquiries and perform such searches at your expense as we deem necessary; or
- (6) pay the funds into an appropriate court.

### 5. Cardholder and Electronic Financial Services Terms and Conditions

For the purposes of this Section, “you” means you and any Related Person. The following are the terms and conditions that apply when you use your Card or access and use any Electronic Financial Service. By accepting one or more Card(s) from us

or using the Electronic Financial Services you will be deemed to have read and accepted these terms and conditions, and you assume responsibility for the Card(s) and their use in accordance with the Terms.

## 5.1 CARDHOLDER AUTHORIZATION AND ACCEPTANCE OF INSTRUCTIONS

You authorize and designate each Cardholder to use a Card and to have access to the Services on your behalf. The Card authorizes the Cardholder to have access to the Services under all Accounts authorized by you. You authorize us to accept, without further verification, and you agree to be liable for:

- (1) all instructions of the type that we accept given by your Cardholder(s), using Telephone Banking/Online Banking, when those instructions are accompanied by the Card, PIN, or Card number, as the case may be, for transactions;
- (2) all Transactions made/entered into by your Cardholder(s) and instructions given by your Cardholder(s) as if such Transactions had been entered into pursuant to written agreements between us and you or such instructions had been given to us by you in writing; and
- (3) the accuracy and adequacy of all activity on the Service, including the designation of Account(s) linked to the Card(s) and the Services.

You agree that we may need the opportunity to verify and accept all instructions given to us by you through or by way of the Services.

## 5.2 SECURITY AND CONFIDENTIALITY

The use of the Card and an Electronic Signature is required to access various Services. Use of the Card or the Electronic Signature by you, by your Cardholder, or by any person with or without your consent or knowledge in connection with any Transaction, legally binds you and makes you responsible to the same extent and effect as if you had given signed, written instructions to us, unless you have previously notified us, in accordance with the Terms, of the loss or theft of any Card or Electronic Signature or that the confidentiality of the Card Number or any Electronic Signature has been otherwise compromised by any means or that unauthorized use of Services may be occurring.

Protecting the security of your Card and your Electronic Signature is important. You are responsible for the care and control of your Card, Electronic Signature and any computer, mobile device or tablet that you use to access an Electronic Financial Services. You must take every reasonable precaution, and cause each Cardholder to take all necessary steps, to guard against theft; loss or fraudulent use of your Electronic Signature and Card(s) (including Card Numbers). This includes, but is not limited to:

- (1) keeping the Card in your possession and not letting anyone else use it;
- (2) keeping the Card in your sight and taking the Card and transaction record (when applicable), once a transaction at a POS or ABM is complete;
- (3) keeping your Electronic Signature confidential and memorizing it or, if you must write it down, keep it separate from your Card at all times so that they cannot be used together by others;
- (4) avoiding your Electronic Signature that is a combination selected from your name, date of birth, telephone number(s), bank Account number(s), address or social insurance number which may be easily determined by others;
- (5) taking all reasonable precautions to ensure that no one else sees or learns of your Electronic Signature when using the Electronic Financial Services;
- (6) always signing out or logging out of an Online Banking session using the applicable sign out or log out function;
- (7) not leaving your computer or mobile device unattended while signed in to Online Banking;
- (8) not voluntarily disclosing your Electronic Signature to anyone else at any time, including any family member, friend, law enforcement agency, or financial institution employee;
- (9) not consenting to or allowing someone else to forge your Written Signature;
- (10) not storing your Electronic Signatures on your computer or mobile device; and
- (11) not using third party password generators.

Your Card, User Name and Electronic Signature must only be used in connection with Services you are certain come from us (or our subsidiaries or authorized service providers), including our Online Banking, Telephone Banking, and other Electronic Financial Services we may offer. We encourage you to be cautious of emails, web sites, online services, callers or other parties pretending to be the Bank (or a subsidiary) and ask for this information or purport to bring together, summarize or consolidate your financial data and other information that is currently available to you online, such as the balances and transactions history on your accounts, credit cards, or investment accounts. We caution you that there are many web sites offering account consolidation or aggregation services that are not related to us and that giving your Electronic Signature or Card number to these web sites may expose you to losses from an Account or theft of your personal information for which we will not be responsible. Only trust our genuine web site or telephone system and operators.

### 5.3 USE OF THE CARD AND ELECTRONIC FINANCIAL SERVICES

You will use the Card and Electronic Financial Services in accordance with the Terms or as we may otherwise communicate to you from time to time. You will not use the Card and Electronic Financial Service for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of the Card and Electronic Financial Service, or cause harm to or threaten to harm any other user of the Card and Electronic Financial Services.

You may not use your Card before the valid from date or 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.

You can access your designated Accounts in branch by presenting your Card or your passbook together with your Electronic Signature or other identification as we may reasonably require. If you do not have a Card, you will need sufficient identification to enable the branch to verify your identity and your home branch may need to be contacted to facilitate the transaction.

You can access the Electronic Financial Services by using your Card and your Electronic Signature, or Written Signature where applicable. You may also use your Card without the Electronic Signature or Written Signature for Card Not Present Transactions at participating merchants. You will have the same rights and responsibilities for transactions that do not require an Electronic Signature or Written Signature as you would have had using your Card and Electronic Signature or Written Signature. You authorize the Bank to accept your instructions given through the Electronic Financial Services as if you had given the instructions to us duly signed and in writing.

### 5.4 SELECTION OF YOUR ELECTRONIC SIGNATURE

- (1) **Customer Selected PIN:** You may select a PIN for use at the Bank's or any Exchange® Network's ABMs or chip card terminals at our branch when your Card is issued, or at any other time.
- (2) **PIN Mailer:** A system-generated PIN for ABM or POS terminal use may be provided by us to you. This PIN is generated in a secure environment and printed on a tamper-proof form so that when you open it, you will be the only person to have knowledge of this PIN. If we send you a PIN, you will destroy the document on which it is printed.

You will be issued a temporary Electronic Signature for some Electronic Financial Services when the Service is set up for you. You agree to change this Electronic Signature when you first use the Service.

### 5.5 ACCOUNTS AND ELECTRONIC FINANCIAL SERVICES

You may choose, where applicable, which Electronic Financial Services you wish to access through your Card or your Electronic Signature. You acknowledge that you may designate Accounts you wish to link to your Card for access at ABMs or POS terminals. You further acknowledge that you may add or remove Accounts you wish to link to your Online Banking or Telephone Banking by visiting a branch or by yourself through Online Banking from time to time.

### 5.6 TRANSACTION RECORDS

You will be provided a transaction record at an ABM, POS or other payment terminals, unless otherwise requested, for your

convenience to enable you to check your Account entries, or you will be provided with a reference number. If your Card is used for a Direct Payment or Card Not Present Transaction, a third party, such as a merchant, may provide you with the transaction record.

The Bank's own records as to whether an Electronic Financial Service or branch transaction has been performed, and our determination of the details of that transaction, will be considered correct and binding on you, unless you provide us with evidence to the contrary within 30 days of the date of a disputed transaction.

Transactions completed through an Electronic Financial Service may be credited or debited to your Account on a date determined by us. This date may be different than the date on which you used the Electronic Financial Service.

## 5.7 FOREIGN CURRENCY TRANSACTIONS

We may permit transactions in a currency different from that of your Account. You may use your Debit Card to access your Accounts for the following foreign currency transactions:

- (1) Direct Payments at a designated POS that is outside of Canada;
- (2) Card Not Present Transactions through authorized merchants that are located outside of Canada; and
- (3) Cash withdrawals from designated ABMs that are outside of Canada.

When you use your Debit Card to make a purchase, withdrawal or payment in a currency other than Canadian Dollars at an ABM or POS with China UnionPay® system symbol outside Canada and China, the foreign currency will be converted to Canadian Dollars.

When you use your Debit Card to make a withdrawal or payment in China, your CNY sub-account will be debited. In the case when your CNY sub-account has insufficient balance, the Bank will transfer the fund needed from your CAD sub-account to your CNY sub-account automatically without any notice to you. Prevailing exchange rates will apply. All Debit Card Cardholders with both CAD and CNY sub-accounts will be automatically enrolled in the Auto Fund Transfer service described above. We may refuse a debit transaction if the transaction would overdraw your Account.

The exchange rate at the time of settlement may be different from the exchange rate in effect on the transaction date. Foreign currency transactions may be subject to some foreign currency transaction fees as prescribed in our Schedule of Charges.

## 5.8 LOST OR STOLEN CARD

You agree to notify us immediately by visiting the nearest branch or by contacting us at our Customer Service Hot Line: 1- 877- 779- 5588, in the event that:

- (1) your Card is, or you suspect that it is, lost or stolen;
- (2) someone else has, or you suspect that someone else has, used your Card, Electronic Signature or forged your Written Signature;
- (3) your Card or Electronic Signature has, or you suspect that it has, become known to someone else or has otherwise been compromised.

If possible, in addition to notifying us, you should change your Electronic Signature. For example, you may change the PIN at the nearest branch or at an ABM which provides this functionality.

## 5.9 OTHER REPORTING OBLIGATIONS

You must notify us within 24 hours of learning of any of the following:

- (1) that unauthorized use of Electronic Financial Services may be occurring; or
- (2) the loss, theft, or misuse of a mobile device that you registered with us for Electronic Financial Services; or
- (3) a situation where you have been the victim of trickery, force, intimidation or theft.

## 5.10 EMESSANGER

- (1) You are responsible for ensuring that the email address or cell phone number you provide to us for the purpose of receiving eMessenger are accurate and up to date at all times. Any email address or cell phone number provided for the purpose of receiving the eMessenger is used only for that purpose and does not change the email address, cell phone number or telephone number that we will use for any other purpose. You agree that we are not liable to you for any loss or claim that may arise as a result of the eMessenger sent to you. We cannot guarantee the timing of delivery of the eMessenger due to multiple third party involvement.
- (2) If you register for eMessenger, and you change your cell phone number or email address, you are responsible for notifying us of the change.
- (3) You are responsible for all fees charged by your internet service provider or mobile device service provider including standard messaging and data charges. The eMessenger may not be available for use outside of Canada.

## 5.11 CONTACTLESS PAYMENTS

Some Cards may allow you to make PIN-less transactions by tapping your Card where contactless payments, such as Interac Flash are accepted in Canada. Per-transaction and cumulative limits will apply. You can request us to deactivate this feature at any time.

## 5.12 THIRD PARTY DISPUTES

The Bank is not responsible for any disputes you or your cardholder may have with any third parties, including your clients, payees, bill issuers, creditors or any beneficiary, as a result of the Terms or any Service. You will not hold us responsible if any third party: (i) does not credit you for an Instrument for whatever reason; (ii) charges you fees or penalties related to an Instrument; or (iii) does not supply the goods or services purchased or if the goods or services supplied are not suitable or lack of quality. You assume full responsibility for resolving any such dispute, including your rights to compensation or any offset rights (set-off), directly with the third parties in a manner that does not adversely affect the Bank. We do not verify, nor are we required to verify, that any purpose for which the payment is made has been fulfilled by the third party as a condition of honouring your payment request on your Account.

## 5.13 CONFLICTS

If there is a conflict between the Terms and Account-level agreements, documentation or terms and conditions, the Terms will prevail as it relates to the use of your Card and Electronic Financial Services contemplated in the Terms.

## 6. Governing Law

The Terms are governed by and interpreted in accordance with the laws of the province or territory where the branch of Account is located and the applicable laws of Canada. You agree to submit to and be bound by those laws and the courts of that province/territory in the event of any dispute, suit, action or proceeding arising out of or relating to the Terms, against you or any of your assets. Any judgment we obtain will not affect your obligations under the Terms. Any rights and remedies set out in the Terms do not affect any other rights or remedies that the Bank may have at common law or otherwise.

## 7. Language

The party(ies) to the Terms has/have expressly requested that this document and all related documents including notices, be drawn up in English language. Les parties ont expressément demandé que ce contrat et tout document s'y afférent, y compris tout avis, soient rédigé uniquement en anglais.