

Cambrian Credit Union Online Internet Banking and Mobile Banking Terms and Conditions

We ask that you read all the Terms and Conditions before using Cambrian Online Internet Banking and/or Cambrian Mobile Banking. By clicking "I Agree" below or by using Cambrian Online Internet Banking and/or Cambrian Mobile Banking you confirm and accept to be bound by these Terms and Conditions, along with Cambrian Credit Union's Member Agreement, Member Card Agreement, Member Privacy Policies and Safe Computing & Mobile Practices. All collectively serve as Cambrian Credit Union's Terms and Conditions and may be amended or cancelled from time to time.

By using these services, you will be taken to have read, understood and accept these Terms and Conditions in the same way as if you signed a printed version and will be bound by them each and every time you use these services.

You acknowledge that your computer may be vulnerable to viruses or online attacks that seek to intercept sensitive information that is provided through the Internet. To reduce this risk you must ensure that any computer you use to access Cambrian Online Internet Banking has an up-to-date anti-virus program, anti-spyware program and firewall. Due to the increased risk of spyware on public access computers, this agreement prohibits their access to Cambrian Online Internet Banking. You further acknowledge that Cambrian will not be liable for any loss that you may suffer through accessing Cambrian Online Banking through such public computers. To prevent any unauthorized access to your accounts, you must always use a secure computer, sign off of Cambrian Online Internet Banking and close your browser as soon as you have completed your online banking session.

Please note that your internet service provider and your wireless carrier's standard data fees apply and are solely at your own expense.

1. In these terms and conditions, "we", "our", "us" and "Cambrian" mean Cambrian Credit Union Ltd. and "you", "your" and "member" mean the authorized account holder who is using Cambrian Online Internet banking and/or Cambrian mobile banking.
2. You must meet and comply at all times with the technical and security requirements that we establish regarding Cambrian Online Internet banking and/or Cambrian mobile banking, which may be further refreshed and amended from time to time. Annually you will be requested to acknowledge the review of these terms and conditions to ensure you are up to date and compliant with any such changes.
3. There is no contractual arrangement or relationship between Cambrian and your Internet service provider and/or mobile wireless carrier.

Notification of changes

You agree that Cambrian may amend, modify, change or replace these terms and conditions, the technical and security requirements and/or any of the services provided under these terms and conditions at any time. The new or revised terms and conditions, technical and security requirements and/or services provided under these terms and conditions are effective and binding once changed and will be electronically provided for your review. If you continue to use Cambrian Online Internet banking and/or Cambrian mobile banking after we post the notice that means you agree to and accept the new or revised terms and conditions, technical and security requirements and/or the services provided under these terms and conditions as amended. If you do not agree with the new or revised changes made to these terms and conditions, technical and security requirements and/or the revised Cambrian Online Internet banking and/or Cambrian mobile banking service you must immediately stop using these services and notify Cambrian to terminate your account access.

Suspension or termination of service

Cambrian may suspend or terminate your Cambrian Online Internet banking and/or your Cambrian mobile banking services if we believe you are in breach of these terms and conditions or any other agreements that you have entered into with us. If we suspend or terminate these services, we will notify you of the same. Provided there are no outstanding charges owing on your account there will be no fees or costs should either you or Cambrian terminate your Cambrian Online Internet banking service and/or your Cambrian mobile banking service.

Cambrian can discontinue Cambrian Online Internet banking service and/or Cambrian mobile banking service at any time. If we do, we will post a notice thirty (30) days in advance on Cambrian Online Internet banking and Cambrian's corporate website.

Should you want to suspend or terminate your Cambrian Online Internet banking service, please contact us through the secure message feature within Cambrian Online Internet banking or contact us directly through your branch or by calling 204-925-2727.

Privacy applicable to Cambrian mobile banking only

You acknowledge your account numbers, balances and other information about your banking account(s) with Cambrian may be stored on your mobile device. You acknowledge and agree that we will not be liable to you for any loss that you may suffer including if your mobile device is lost or stolen. Anyone with access to your mobile device could view its content unless you lock your device with the appropriate safeguards. You are responsible for keeping this information confidential and secure at all times.

Your responsibilities

You agree that only the account's authorized signing authorities will access and use Cambrian Online Internet banking and/or Cambrian mobile banking services. Use by any other individuals will be considered unauthorized and not the responsibility of Cambrian.

Should you have chosen to open your account through Cambrian's Online Mobile Account Application and make your initial, one-time deposit through the Automated Funds Transfer (AFT) service that links your Cambrian account to another personal account held in your name at another Financial Institution, you guarantee to be its legal account holder and indemnify Cambrian for any losses that may result without fully complying with this requirement.

You acknowledge that transactions through Cambrian Online Internet banking and/or your Cambrian mobile banking services are subject to the various transaction fees associated with your specific Cambrian Credit Union banking account package.

You understand that specific account communications and/or instructions should be transacted through the Cambrian Online Internet banking secure messaging functionality or in person. All other forms of electronic communications and/or email to Cambrian should be limited and not contain any specific account information.

Cambrian Online Internet banking and Cambrian mobile banking are subject to the terms and conditions of your agreement with your wireless carrier and/or Internet service provider. You are responsible for any fees imposed by these service providers.

Cambrian Online Internet banking and Cambrian mobile banking security

Cambrian will reimburse you in the unlikely event that you suffer a direct financial loss due to unauthorized activity in your accounts accessed through Cambrian Online Internet banking or Cambrian mobile banking **provided** you have met your security and other responsibilities. That means you must abide by all the terms of Cambrian's various agreements such as the Cambrian Member Agreement, the Member Card Agreement, the Member Privacy Policies and any other agreements you have entered into with Cambrian that govern your personal banking and follow the guidelines of our Safe Computing Practices.

You must always keep your Cambrian Member Card number, password, access code, personal identification number (PIN) and the answers to any online security questions (personal verification questions) you have chosen that allow you to sign-on to Cambrian Online Internet banking and Cambrian mobile banking **confidential**. Do not divulge this information to anyone—including family members, friends or anyone else. Do not write this information down or keep a poorly disguised record of it or keep it together with your Cambrian Member Card or save this information in your mobile device.

You must notify Cambrian immediately in the event of loss, theft, misuse or compromise of your password, access code, PIN, personal computer or mobile device.

Do not respond to text messages, pop-ups, emails or other Internet requests that ask you to reveal personal information about yourself or your Cambrian Credit Union accounts. We will **never** send you unsolicited text messages or emails asking for your password, PIN, account numbers, etc. We will **never** ask you to validate or restore your account or Cambrian Online Internet banking and/or Cambrian mobile banking access through unsolicited text messages or emails.

You must review your statements and/or online transactions and report any errors within 30 days and you agree to fully assist Cambrian in any investigation into improper access to your accounts.

Limitation of liability

You agree that neither Cambrian, nor your Internet service provider, your wireless carrier, nor any other third party associated with providing Cambrian Online Internet banking and/or Cambrian mobile banking services will be liable to you or anyone else for any direct or indirect damages or for any losses arising out of your use or inability to receive or to use Cambrian Online Internet banking and/or Cambrian mobile banking, regardless of the reason.

Cambrian provides Cambrian Online Internet banking and Cambrian mobile banking as a convenience to you only. Cambrian Online Internet banking and Cambrian mobile banking are subject to the agreements you have in place for the products and services that you have with Cambrian.

If there is a conflict between a term in our agreement or in any other agreement between you and Cambrian, a resolution will ultimately be governed exclusively by the laws of the Province of Manitoba.

Terms of use for mobile remote deposit capture service

Through the Remote Deposit Capture (RDC) feature of Cambrian mobile banking, you can deposit a cheque to your Cambrian account without submitting the original paper copy. You and no one else may take a picture of the front and back of the original cheque with your mobile device and send the image to Cambrian using the remote deposit capture functionality.

To use this RDC service, you agree to the following additional terms and conditions:

You acknowledge when creating an image using this RDC service, you are acting as a Cambrian agent for the purpose of creating the cheque image and that image will be treated for legal purposes just as if Cambrian had created the image itself under the rules of the Canadian Payment Association (CPA).

To use this service you must download Cambrian mobile banking app onto your mobile and/or smartphone device. Certain mobile devices and operating systems may not be supported.

You agree to the following whenever you use this service:

- Only paper cheques that are made payable to you directly can be deposited. Cambrian will not accept a cheque that is payable to another individual and endorsed over to you.
- Each cheque must be in a standard format approved by the CPA. The date, drawee, institution, payee, amount in words and figures, signature of the drawee and magnetic ink character recognition (MICR) information must be clearly legible.
- Each image captured through the RDC service must be a picture of the original cheque, not a photocopy, or printout of an electronic copy.
- Only send one image of the front and back of each cheque you want deposited.
- You will not alter, cover-up or write on the cheque being deposited, other than your endorsement on the back.
- Your remotely deposited cheque is considered received by Cambrian when you receive an electronic notification confirming the deposit. However, this does not mean Cambrian has accepted the cheque for deposit, as we reserve the right to reject or further hold the cheque for any reasonable reason of error or otherwise.

Cheques may only be deposited while you are physically located in Canada. Cheques must be drawn on Canadian financial institutions or the Government of Canada, must be in Canadian dollars and submitted through Canadian devices and networks.

After you have deposited a cheque remotely through the RDC service, do not send Cambrian the original cheque. You must securely keep the paper cheque for a recommended period of up to 10 days from the date of deposit.

Once deposited through the RDC service, you must not deposit or attempt to deposit or cash this cheque a second time with either Cambrian or any other financial institution. You will be liable for any returned cheques or cheques charged back to your account. If you breach any of these terms and conditions we may elect to immediately debit your Cambrian account to cover any cheque item that does not meet our terms and conditions. Furthermore upon a review of the facts and overall circumstances of your account operation you may also be liable for further legal action either on a civil or criminal basis.

Daily, weekly and monthly limits may apply to this service.

Every time you submit a cheque for remote deposit using this service, you expressly agree to the following:

- Each image is an accurate image of the original paper cheque that is not a copy or printout.
- The cheque has not been altered or defaced in any way.
- You or anyone else have not deposited or attempted to deposit the same cheque for a second time.
- You have not created any image or copies of the cheque other than the image being submitted through the RDC service.

If you are under 18 years of age, we will also require a parent or guardian to sign the Indemnification section of this agreement. If the parent or guardian is not a member of Cambrian Credit Union, the signature would also need to be witnessed by a Credit Union representative at one of our branch locations.

You agree to indemnify Cambrian for any losses or liabilities suffered or incurred as a result of using the RDC service without fully complying with the requirements of these terms and conditions.

You further acknowledge that Cambrian will not be liable for any losses or liabilities that you may suffer as a result of your use of this RDC service.

By not fulfilling your obligations to these terms and conditions, Cambrian may without notice suspend or disallow your continued use of the RDC service.

You can at any time disable this service by notifying Cambrian.

Terms of use for Interac e-Transfers

The use of Interac e-Transfers within Cambrian's Online Internet Banking and mobile banking is under license with the "INTERAC Corporation of Canada" and will be subject to additional terms of use as prescribed by them.

By using this service, you acknowledge that Interac e-Transfers are subject to predetermined service fees and certain maximum dollar limits that may change from time to time.

To send an Interac e-Transfer, you must provide either the recipient's email address or mobile phone number and a security question that will be used to authenticate the recipient of the transfer. To receive an Interac e-Transfer, you must correctly answer the security question. As a sender, you may cancel an Interac e-Transfer at any time prior to the recipient successfully answering the security question. There is no ability to recall this transfer once it has been accepted.

Cambrian cannot guarantee the date in which an Interac e-Transfer will ultimately be transacted between the sender and receiver, and as a result cannot be liable for any costs, expenses or inconvenience that the sender or recipient may incur using this service. Cambrian will not be liable for losses incurred by you as a sender or recipient of an Interac e-Transfer whether it is a result of error, misuse, improper communication or disclosure of the answer to the security question. All disputes must be handled directly between the sender and the recipient.

Terms of use for Mobile Payment with Android Pay

With the Mobile Payment (Mobile Pay) Service offered through Cambrian mobile banking, you can access your Cambrian Debit Card and account virtually through your Android Mobile Device.

You are responsible for the completeness and accuracy of the account information you enter into the Mobile Pay Service and are solely responsible for transactions processed through this service. It is incumbent that you review all payments made through this service and report any errors immediately or no later than 30 days of the transaction. You also agree to be willing to assist Cambrian in any investigation that may be required.

The use of this Mobile Pay Service is subject to the additional terms and conditions contained in Cambrian's MemberCard (Debit Card) Agreement, any terms of use as prescribed by Interac and/or any other third party, such as your wireless internet carrier.

In the use of Mobile Pay, you agree to not:

- copy, modify, adapt, enhance, translate or create a derivative work of the Mobile Pay Service.
- attempt to reverse engineer, decompile, disassemble or tamper any part of the Mobile Payment Service.
- use any part of the Mobile Payment Service to gain access to interconnecting software applications.

Cambrian is not responsible for the external performance or security of the Mobile Payment Service. Mobile Pay will not be available for all purchase amounts or at all merchants. Merchants may also establish their own transaction thresholds precluding the use of this service above certain predetermined limits. Cambrian will not be responsible for any financial loss or inconvenience you may suffer as a result of a merchant refusing to accept the Mobile Payment Service.

You are responsible for keeping your Mobile Pay login and access credentials private and secure at all times. After enrolling in the Mobile Payment Service, you must secure your mobile device to avoid unauthorized access to your account by protecting it with secure access only available to you. Except as otherwise set out in this Agreement, you will be responsible for all transactions carried out using your mobile device regardless of whether the credentials used were yours or those of another person. If your mobile device is lost or stolen, or your login and credentials are compromised, or if you believe there is an error and/or fraud on your account, you agree to immediately notify Cambrian.

You can also disable this service at any time by notifying Cambrian.

Cambrian may change or restrict the type of accounts that are eligible for the Mobile Payment Service and could also stop or suspend its use at any time in the event of a suspected fraud, your account not remaining in good standing, if there is a change in applicable law, or for any other reason as we determine in our sole discretion.

Terms of Use for Apple Pay

Introduction:

These Terms of Use govern your use of the *Apple Pay*™ service to make a payment with an eligible Cambrian Credit Union Ltd. ("Credit Union") debit card ("card") on any *Apple*® device that supports the use of Apple Pay ("device").

Please read these Terms of Use carefully. These Terms of Use are a legal agreement between you and us. If you add, activate or use your card for use of Apple Pay, it means that you accept and agree to these Terms of Use. In these Terms of Use, "you" and "your" means each Credit Union member who has been issued a Credit Union card. "We", "us", and "our" mean Credit Union.

Other Documents and Agreements:

These Terms of Use are in addition to, and supplement, all other agreements between Credit Union and Member regarding Credit Union's products and services. If there is any conflict or inconsistency between these Terms of Use and the other agreements, then these Terms of Use will take priority and govern with respect to the Apple Pay service.

You understand that your use of Apple Pay will also be subject to agreements or terms of use with Apple Inc. and other third parties (such as your wireless carrier and the websites and services of other third parties integrated into Apple Pay).

Use of Cards in Apple Pay:

If you want to add a card to Apple Pay, you must follow the procedures adopted by Apple, any instructions provided by us, and any further procedures Apple or we adopt. You understand that we may not add a card to Apple Pay if we cannot verify the card, if your account is not in good standing, if we suspect that there may be fraud associated with your card or for any other reason we determine at our sole discretion. Apple Pay allows you to make purchases using your card wherever Apple Pay is accepted. Apple Pay may not be accepted at all places where your card is accepted.

Removal, Blocking, or Suspension of Card:

We may not permit the addition of a card to Apple Pay, or we may remove, suspend or cancel your access to Apple Pay at any time, if we cannot verify the card, if we suspect that there may be fraud associated with the use of the card, if your account is not in good standing, if applicable laws change, or for any other reason we determine at our sole discretion.

You may suspend, delete or reactivate a card from Apple Pay by following Apple's procedures for suspension, deletion or reactivation. In certain circumstances, your card may be suspended or removed from Apple Pay by Apple.

Maximum Dollar Limit:

Payment networks, merchants or we may establish transaction limits from time to time in their or our discretion. As a result, you may be unable to use Apple Pay to complete a transaction that exceeds these limits.

Applicable Fees:

We do not charge you any fees for adding a card to Apple Pay. Please consult your card agreement for any applicable fees or other charges associated with your card.

Your mobile service carrier or provider, Apple or other third parties may charge you service fees in connection with your use of your device or Apple Pay.

Security:

You must contact us immediately if your card is lost or stolen, if your device is lost or stolen, or if your card account is compromised. If you get a new device, you must delete all your card and other personal information from your prior device.

You are required to contact us immediately if there are errors or if you suspect fraud with your card. We will resolve any potential error or fraudulent purchase in accordance with the applicable account agreement.

You agree to protect and keep confidential your Apple User ID, Apple passwords (including your fingerprint set up for Touch ID, if applicable). If you share these credentials with others, they may be able to access Apple Pay and make purchases with your card or obtain your personal information.

Before using Apple Pay you should ensure that only your credentials and fingerprints are registered on your device as these will then be considered authorized to make transactions related to your card. If the fingerprint or credentials of another person are used to unlock your device or make transactions, these transactions will be deemed to be authorized by you.

You are prohibited from using Apple Pay on a device that you know or have reason to believe has had its security or integrity compromised (e.g. where the device has been "rooted" or had its security mechanisms bypassed).

Apple is responsible for the security of information provided to Apple or stored in Apple Pay.

Liability for Loss:

You are solely responsible for all account transactions made using your card processed through Apple Pay. You are responsible for the completeness and accuracy of the account information you enter into Apple Pay. Only the individual member whose name is associated with the card should add the card to Apple Pay.

Privacy:

You consent to the collection, use and disclosure of your personal information from time to time as provided in our privacy policy, which is available on our website. We may share with or receive from Apple such information as may reasonably be necessary to determine your eligibility for, enrollment in and use of Apple Pay and any Apple Pay features you may select (for example, your name and details such as card number and expiry date).

Apple may aggregate your information or make it anonymous for the purposes set out in its privacy policy or terms of use. To help protect you and us from error and criminal activities, we and Apple may share information reasonably required for such purposes as fraud detection and prevention (for example, informing Apple if you notify us of a lost or stolen device).

Communications:

You agree to receive communications from us, including emails to the email address or text message to the mobile number you have provided in connection with your card account. These communications will relate to your use of your card(s) in Apple Pay. You agree to update your contact information when it changes by contacting us. You may also contact us if you wish to withdraw your consent to receive these communications, but doing so may result in your inability to continue to use your card(s) in Apple Pay.

No Warranty and Exclusion of Liability:

For the purpose of this Section, "Credit Union" means Credit Union and its agents, contractors, and service providers, and each of their respective subsidiaries. The provisions set out in this section shall survive termination of these Terms of Use.

Apple Pay service is provided by Apple, and Credit Union is not responsible for its use or function. You acknowledge and agree that Credit Union makes no representations, warranties or conditions relating to Apple Pay of any kind, and in particular, Credit Union does not warrant: (a) the operability or functionality of Apple Pay or that Apple Pay will be available to complete a transaction; (b) that any particular merchant will be a participating merchant at which Apple Pay is available; (c) that Apple Pay will meet your requirements or that the operation of Apple Pay will be uninterrupted or error-free; and (d) the availability or operability of the wireless networks of any device.

Credit Union will have no liability whatever in relation to Apple Pay, including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance of Apple Pay, or any loss, injury or inconvenience you suffer. You may want to consider keeping your physical card with you to use in the event you cannot make Apple Pay transactions.

Changes to the Terms of Use:

We may change these Terms of Use or the agreements associated with the use of your card with Apple Pay. You agree to any changes to these Terms of Use or agreement(s) associated with the use of your card or account by your continued use of your card with Apple Pay. If you do not accept the revised Terms of Use or agreement(s), you must delete your card from Apple Pay.

Contacting Us:

You may contact us about anything concerning your card or these Terms of Use by calling the phone number found on our website.

If you have any questions or complaints about, or disputes with, Apple Pay, you should contact Apple.