User Agreement for B2B Bank Online Services

This Online Services Agreement (the "**Agreement**") governs the use of our Online Services platform that will allow you electronic access to and use of our products and services. You must read this Agreement and confirm you have read, understood and agree to the terms and conditions of this Agreement, in order for the Online Services platform to be available to you:

PART A

1. Definitions You Need to Know

The following definitions apply to this Part A:

"**Access User ID**" refers to your email address, which you must use along with your Password, to access Online Services;

"**Agreement**" means this Part A which governs your electronic access to and use of our Online Services platform, also referred to above in the introduction;

"**Bank**" refers to B2B Bank;

"**Bank Service Provider**" means a party retained by the Bank, including the Bank's affiliates, to act on the Bank's behalf to provide, or to assist the Bank in providing, Online Services;

"**Electronic Device**" means a personal computer, telephone, cellular phone, smart phone, mobile device, wireless device, tablet device or any other electronic device that you use to access Online Services;

"**Online Services**" means the Bank's online banking platform, which you must use to access the products and services offered by the Bank electronically and to effect banking transactions, using an Electronic Device with an Access User ID and Password;

"**Password**" means the unique combination of numbers and/or letters you use to identify yourself to access Online Services and/or perform certain transactions within Online Services. The confidential password you were given to subscribe to Online Services and that you must change when using Online Services for the first time, the secret access code you use when contacting the Bank's Telebanking Centre, the unique numerical code you receive through email, are all examples of Passwords;

"**Personal Information**" is any information that identifies you, such as age, marital status, employment history, income, social insurance number, credit history, home address, e-mail address and home telephone number;

"**Personal Verification Questions**" means the questions and answers that you may be required to provide when prompted, to help the Bank confirm that you are the person accessing Online Services;

"**Product Account**" means any account for a deposit, term deposit, loan, credit card, line of credit, mortgage or any other product or service that you may open, purchase or subscribe to with us;

"**Product Agreement**" means any agreement, statement or disclosure you accept and agree to, in order to open and maintain a Product Account with us;

"**Telephone Services**" refers to the Bank's Client Services department that you reach by phone and to the services provided by them;

"**Third Party**" means any party other than you, the Bank or a Bank Service Provider. It includes merchants, parties to whom you can make payments in Online Services and other financial institutions;

"**Third Party Services**" mean services provided by Third Parties that may be accessed from the Online Services platform;

"**We/our/us**" refers to the Bank;

"**You/your**" refers to the signatory of this Agreement and the user of the Bank's Online Services.

2. Access and Use

Our Online Services platform will allow you to access our products and services online and to perform transactions electronically. By accepting this Agreement, you will be able to enter the Online Services platform, where you may apply for and open Product Accounts online and transact in them electronically.

Each time you access Online Services, you will be required to provide your Access User ID and Password. You may also be required to respond to Personal Verification Questions. Once Online Services has been accessed, you authorize us to accept and you agree to be responsible for any instructions you give.

You agree to use Online Services in accordance with the Bank's policies and procedures, instructions and guidelines. You agree that you will not provide untrue, inaccurate or incomplete information about yourself, your Product Accounts or accounts at other financial institutions, nor will you take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of Online Services.

3. Transactions and Limits

We shall make reasonable efforts to ensure the full performance of the Bank's Online Services. We are responsible for acting only on those instructions which we actually receive and cannot assume liability for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any internet service provider, your connection to the internet or an Electronic Device.

You acknowledge and agree that any instructions or transactions carried out using your Access User ID and Password indicates your consent to such transactions, as if it was authorized in writing, and requires no further verification by the Bank. However, the Bank reserves the right to verify and authorize or refuse any transaction if it believes such action necessary. You agree that the operations or transactions carried out using your Access User ID and Password, whether they are carried out by you or a third party, with or without your consent or knowledge, are binding upon you and make you responsible to the Bank, if the Bank has not been advised of a breach of confidentiality of your Access User ID and/or Password.

You acknowledge that transactions you make in Online Services on any day may not be processed on the same day, even though the funds may be withdrawn from your Product Account at the time of the transaction. You also acknowledge that a third party may not receive the funds on the date of the transaction. We are not responsible for any disputes you may have with a third party, including the failure of the third party to credit you for a payment, penalties a third party may impose, failure of the third party to supply the goods and services ordered or quality of the goods and services received.

We may set one or more access limits, such as dollar limits on the amount you can transfer on any day or limits on how many payments you can make on any day, in Online Services. At any time, we may impose, remove or change limits and apply holds on funds if we deem it necessary to protect your and our respective interests with or without notice.

4. Confidentiality and Security Measures

You agree to employ reasonable measures to protect the confidentiality of your Access User ID, Password and Personal Verification Questions, including:

a. Keeping your Electronic Device(s) in a safe place and not letting any unauthorized person(s) use it (them);
b. Keeping your Password and Personal Verification Questions strictly confidential and not sharing them with anyone, including any family member, friend or financial institution employee;
c. Selecting a Password that cannot easily be guessed, such as a combination selected from your name, date of birth, telephone number(s) address or social insurance number;
d. Not storing your Access User ID, Password and the answers to your Personal Verification Questions with your Electronic Device;
e. Not leaving your Electronic Device unattended while logged into Online Services and taking reasonable precautions to protect your Electronic Device against loss or theft;
f. Not responding to text messages, pop-ups, emails or other internet requests asking for your Access User ID, Password, Personal Verification Questions or other Personal Information (even if such message has the appearance of coming from us);
g. Always signing in and logging out of Online Services using the applicable sign out or log out functions.

5. Compromised Access Credentials

You will notify us immediately if the confidentiality of your Access User ID, Password or Personal Verification Question has been compromised, if you suspect that it is known by someone else or if you become aware of any suspicious, unusual or fraudulent activity in Online Services or any Product Account.

You can notify us by contacting Telephone Services at 1.866.334.4434

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and the notice shall take effect immediately. You also agree to change your Password and/or Personal Verification Questions and follow any other instructions from the Bank.

6. Consent to Collect and Use Your Online Activity Information

We may collect your online activity information in the Bank public and secure websites, or in our advertisements hosted on Third Party websites, or from Third Party Services accessed by way of Online Services. This information includes your IP address, operating system, model, name of your internet/wireless provider, settings and locational data, as well personal information such as transaction data, online activity, and use of the Online Services. Some of this information is collected via a "cookie", which is a piece of data that a web sever creates when you visit a website. This data is typically encoded information about how and when you use a website, using cookies and other tracking technology.

Your online activity information may be collected and used together with other information we have about you for a variety of purposes, such as:

a. Communicate information about products and services that may be of interest to you;
b. Determine which settings are appropriate for your Electronic Device;
c. Provide or enhance digital functionality;
d. Identify connectivity and location of your Electronic Device;
e. Assist in solving technical problems resulting from specific hardware or software configurations;
f. Security and fraud prevention purposes;
g. Assess the effectiveness of our advertisements (which may be hosted on Third Party websites);
h. Customize Online Services, including to provide you with targeted information about products and services that may interest you.

7. Charges and Fees

Our fees and charges for online transactions and operations are disclosed for any Product Account in the Product Agreement and deducted from or charged to the applicable Product Account, as more fully described in the Product Agreement. You acknowledge that Third Parties may impose additional fees for the use of their services, including fees for connectivity or access to an Electronic Device or to Online Services or fees related to a transaction. You are responsible for these fees.

8. Statements and Records

You must regularly and at least once a month check your account statements and balances in your Product Accounts to verify that all transactions have been properly recorded. Our records on any online transaction, and our determination of the details of that transaction, will be considered correct and binding on you, unless you let us know of any errors or omissions within the delay provided in any Product Agreement and provide us with evidence to the contrary.

The Bank's statements and records, including electronic records and voice recordings made by the Bank with regard to operations, instructions, access to information or documents are final and conclusive and shall constitute proof of those statements and records.

You agree that these statements and records will be admissible in legal proceedings and that electronic records will have the same effect as if they were original paper documents.

9. Consent to Electronic Documents

a. You consent to receive the following documents in electronic form to your Online Services platform, rather than in paper form (which documents will be referred to as the "**Electronic Documents**"):
   i. this Agreement governing the use of Online Services and the Product Agreement for any Product Account accessed through Online Services;
   ii. the monthly account statements related to any Product Account;
   iii. notices that we are required by law to send you in writing, including notices informing you of changes to any agreement or disclosures, changes in interest rates, increase in fees and the introduction of new fees applicable to any of our products or services.

b. You agree to receive delivery of Electronic Documents in any one or more of the following ways:
   i. by us posting a message in the message centre in Online Services to notify you that the document is available to you in an attached hyperlink or PDF document or at the location indicated;
   ii. by us placing the document directly in Online Services;
   iii. by us inserting a message in your account statement; or
   iv. by presenting the document to you as part of the transaction or selection available only at the time it is presented, in which case you will be instructed to print and save a copy of the document for your records at that time.

c. The Electronic Documents will be made available to you in Online Services. Account statements for Product Accounts, will be available for a maximum period of seven (7) years. Notices and messages placed in the message centre will be available indefinitely. You are responsible for saving, printing and keeping copies of these records.

d. This consent to delivery of Electronic Documents applies to all Product Accounts you have with us and shall take effect immediately. You may also be asked to provide us with a consent for delivery of Electronic Documents when opening a Product Account, in which case the terms and conditions set out in that consent will prevail.

e. The Bank reserves the right to send you documents in a paper form if it is unable to send them electronically, if the Bank has a reason to believe you may not have received any document or in any other circumstance where the Bank believes it is appropriate to do so.

f. You acknowledge that you are responsible for advising the Bank of any changes to your information, including your name, address, phone number and email address, either by phone or in Online Services under Contact details in Customer profile. The Bank must ensure we have the most up-to-date customer information on file so that we can communicate with you.

g. You agree to access Online Services regularly and at least once a month to review your Electronic Documents and communications. If you are unable to access Online Services for more than a month, you should consider revoking your consent to delivery of Electronic Documents.

h. If, at any time, you no longer wish to receive delivery of Electronic Documents, you must inform the Bank by phone at 1.866.334.4434 and we will change your preference to paper documents. Your preference for paper documents will affect and apply to all Product Accounts you have with us, which means you will start receiving paper documents in all Product Accounts.

i. If you are receiving paper documents because you revoked your consent to Electronic Documents and you wish to open another Product Account with us in Online Services, you will be required to consent to delivery of Electronic Documents in the Product Agreement of the new account. This consent will affect and apply not only to the Product Account you are opening but to all Product Accounts you have with us at that time. This consent to delivery of Electronic Documents will override any previous revocation that you made and reinstate Electronic Documents in all Product Accounts effective immediately, although you may receive one or more paper documents in the mail depending on the time the new account was opened. If you do not wish to receive Electronic Documents, you must inform the Bank by calling 1.866.334.4434 and we will change your preference to paper documents for all Product Accounts again.

10. Other Electronic Communications

a. You also agree to receive notifications, alerts and other communications at your email address, in Online Services or by using any other electronic channel or method chosen by the Bank. These communications include:
   i. information or promotional material in relation to Online Services or your Product Account;
   ii. the suspension of Online Services or Product Account because of identity theft and other fraud or security-related activities;
   iii. requests for information that may be required in connection with the Bank's obligations under applicable legislation;
   iv. alerts providing you with reminders or instructions related to your Product Account or advising you that a statement is available in Online Services;
   v. other alerts made available by the Bank from time to time and requested by you.

b. Notifications, alerts and other communications we send to Online Services are sent to you securely. You acknowledge that notifications, alerts and other communications sent by regular

mail, fax, email or text message may not be secure or reliable and may not be received by the recipient in a timely manner or at all. We may add new notifications, alerts and communications at any time without notice. We may also discontinue some of these communications at any time by posting a notice in Online Services or on our general website.

c. If you send the Bank any notices, messages or other communications by any electronic means, you understand the Bank will consider any such electronic communication received from you or in your name to be authorized by you and binding.

11. Bank Service Providers and Third Parties

You understand and agree that the Bank may use Bank Service Providers or Third Parties to provide or to assist in providing Online Services and Third Party Services to you.

You authorize us to collect, use and disclose to the Bank Service Providers and providers of Third Party Services any information or content you provide while accessing or using Online Services or a Third-Party Service for the following purposes:

a . to assist us in providing and improving Online Services or a Third-Party Service; and

b. to prepare, use and distribute statistical, profiling, performance or operational reports about Online Services or a Third-Party Service, provided that if such reports are distributed, the information contained will not be attributable to you.

Except to the extent described in the preceding paragraph, this authorization does not change or affect your consent to the collection and use of Personal Information in section 13 below, which remains in full force and effect; nor does this authorization otherwise change any other consent or preference you may have given or will give on the collection, use and disclosure of your information.

You understand that if any Bank Service Provider or Third Party is located in a foreign jurisdiction, they are bound by the laws of the jurisdiction in which they are located and may disclose information in accordance with those laws.

You accept that use of any Third-Party Service is at your risk and may be subject to the terms of a separate Third-Party Service agreement. Third-Party Services are provided on an "as is" and "as available" basis. The Bank does not provide any warranties with respect to the information, content or products related to Third-Party Services.

12. Liability

a. **Your Responsibility**:

i. you must comply with all your obligations under this Agreement, including any of the provisions on Confidentiality and Security Measures in section 4, as well as any other instructions we may give you;

ii. you must not engage or participate in any fraudulent, criminal or dishonest acts in Online Services, nor use Online Services for malicious or defamatory purposes;

iii. you must not contribute in any way to a fraudulent, criminal or dishonest act in Online Services;

iv. you will not allow or enable Online Services to be used by a third party for any fraudulent or illegal purpose or to perform money-laundering or terrorist financing activity; and

v. you must not access Online Services using an Electronic Device that you know, or reasonably ought to have known, contains software that may reveal your Access User ID, Password or Personal Verification Questions to others or to compromise their use.

b. **Our Responsibility**:

This sub-section governs our liability for unauthorized transactions in any Product Account accessed through Online Services providing you have respected your obligations in subsection a) above.

We will reimburse you for monetary losses you suffer resulting directly from any of the following unauthorized transactions performed in Online Services:

i. transactions that occur after you notify us immediately of a compromised Access User ID or Password, as more fully described in sections 4 and 5 above;

ii. transactions that occur after you notify us that unusual, suspicious or fraudulent activity may have occurred in one of your Product Accounts;

iii. transactions where you can show that you have been the victim of fraud, theft or have been coerced by trickery, force or intimidation, provided you reported the incident to us immediately and fully cooperated with us in any investigation;

iv. transactions in which it may be shown that our employees, Bank Service Providers or providers of Third-Party Services were negligent.

c. **Limit of our Liability**:

We will only be responsible for any loss, damage, delay or inconvenience suffered by you where we have been negligent (to be determined in the light of reasonable commercial standards). In no event, even if we are negligent will we be liable for any loss of data, or any incidental, indirect, consequential, special, aggravated, punitive, exemplary or similar damages, including any business interruption loss of profits, data, information, opportunity, revenues, goodwill or any other commercial or economic loss, caused to you, regardless of the cause of action, even if we have been advised of the possibility of such damages.

d. In no event, even if the Bank is negligent, will the Bank be liable for any damage or loss you may suffer that is caused by:

i. the actions of, or any failure to act by, a Third Party or Bank Service Provider;

ii. mistakes, errors, omissions, inaccuracies or other inadequacies of, or contained in, any data or information given by you to the Bank or to any Bank Service Provider; and any data or information provided to you by any Third Party;

iii. any delay, error, interruption or failure by the Bank to perform or fulfill any of the Bank's obligations to you due to any cause beyond the Bank's control, any system malfunctions or any technical failures;

iv. unsecured communication being inaccurate, intercepted, reviewed or altered by others;

v. any delay or inability to access or use Online Services or Third-Party Services (including any charges such as late fees or additional interest you may have to pay to a Third Party);

vi. your failure to receive or view a document that has been presented to you, or receive notification that a document has been presented to you. The Bank will not be responsible for any delay, damage or inconvenience that such failure may cause, or for any payments or charges such as late fees, penalties or interest that you may have to pay to an issuer.

e. **Release and Indemnity**:

Except in relation to claims, costs and liability arising from the Bank's own negligence, you will release and indemnify the Bank and any other person for any claim, cost and liability incurred as result of your access to or use of Online Services or Third-Party Services or from your breach of the terms and conditions of this Agreement.

13. Consent to Collection and Use of Personal Information

13.1. Personal Information: The Bank collects Personal Information, including identification, credit, employment, and other financial information, such as transactions occurring through the Bank or other financial institutions for the purposes described in *section 13.2* from you, and if necessary, your surety (guarantor) and other sources, as described below. Personal information may include any information that identifies you, such as your name, age, marital status, employment history, income, social insurance number, credit history, home address, e-mail address and home telephone number ("**Personal Information**").

13.2. Collecting Your Personal Information: The Bank requires Personal Information in order to establish a relationship with you and makes use of this Personal Information in the context of activities generally carried out by the Bank, including, if applicable, to verify your identity, give you access to Online Services, open an account, a loan or any other product or service, understand your overall financial situation, determine your eligibility for products and services, understand your needs, adequately deliver products and services, carry on business with you, protect you, the Bank and its clients from errors, omissions or fraud and to comply with the law.

13.3. Holding, Using, and Disclosing Your Personal Information: For the purposes described in *section 13.2*, and where applicable,

a. You authorize the Bank to:

i. obtain information regarding your solvency or financial situation, as may be required from time to time for the purposes described in *section 13.2*, including your identification, and until full payment of any amount as may be owing to the Bank, from

legally authorized persons as well as, where applicable, from any personal information agent, Deposit Agent, Designated Advisor, Mortgage Broker, any person referred to in credit reports obtained, any financial institution, fiscal authorities, creditor, employer, public organizations, any mortgage/hypothecary insurer or any other person providing references, and authorize such persons to disclose the information requested. In granting this authorization, you acknowledge that you are giving the Bank permission to request and access your credit report from credit-reporting agencies;

ii. disclose the information it holds on you to any person authorized or permitted by law, and, where applicable, personal information agent, Deposit Agent, Designated Advisor, Mortgage Broker, financial institution, mortgage/hypothecary insurer or any organization duly designated by the Bank according to paragraph c) below, or with your consent, to any person who so requests it;

iii. use your social insurance number for reporting of income and share it with appropriate fiscal authorities and also share it with credit-reporting agencies for data consolidation purposes regarding services provided by the Bank;

iv. make your Personal Information available to its employees, parent company, affiliates, subsidiaries, agents, and service providers acting on its behalf. Service providers include account statement preparation and mailing companies, courier companies, imaging companies, document storage companies, and record-keeping companies. When the Bank transfers Personal Information to its service providers, the Bank ensures by contractual means that the transferred Personal Information is used only for the purposes for which the service provider is retained. In the event the service provider is located outside of Canada, the service provider is bound by, and Personal Information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

b. You also recognize that the Bank may, at all times, without notifying you, assign your account to any person. The assignee may be required by applicable laws to retain your Personal Information for a certain period of time.

c. With a view to benefiting from high-quality service and obtaining information about the financial products and services offered by the Bank and its parent company, affiliates and subsidiaries ("**Affiliates**"), and if you have consented, you authorize the Bank to use your Personal Information, and to disclose your Personal Information to its Affiliates, for the purposes of the Bank and its Affiliates (i) providing you with tailored communications about products and services that may be of interest to you, including pre-approved credit products and (ii) sending such marketing communications through various channels, including mail, email, telephone, fax, text message or other electronic addresses you have provided the Bank. You may revoke the above authorization at any time by mail at **199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, ON, M5L 0A2** or by telephone at **1.866.334.4434**, or by email at **unsubscribeme@b2bbank.com**. The Bank will not refuse to provide the products and services described herein, if you are entitled to them, even if you have revoked this authorization.

d. If services are provided by the Bank from a country outside of Canada or if data containing your Personal Information is moved and found in a country outside of Canada, you understand that the Bank may be required to disclose your Personal Information to authorities or others in the foreign jurisdiction pursuant to the applicable laws of that jurisdiction.

e. You authorize the Bank to disclose and share Personal Information that it holds about you with competent authorities in cases of fraud, inquiry or breach of any agreement or any statutory violation.

f. You authorize the Bank to disclose and share information it holds on you with other financial institutions when inter-bank communication is required to prevent or control fraud, during inquiries for breach of any agreement, or any statutory violation.

g. The Bank will allow you to examine information to which you are entitled by law, and you may, upon providing a written request to the Bank, obtain a copy of such information upon payment of amounts charged by the Bank.

h. When Personal Information is updated by you with regards to a specific product or service, such updated Personal Information shall be considered the most current, and the Bank is authorized to, and may update its records accordingly for any other products and services you hold.

i. The Bank complies with the laws related to the protection of Personal Information. To ensure compliance with these laws, the Bank adheres to a privacy policy, the main points of which are summarized on our website: b2bbank.com/mybank/legal/code-of-confidentiality-brochure.pdf. This code governs the behaviour of our employees with regard to the accuracy, confidentiality and security of all client information.

j. You confirm that before providing the Bank with Personal Information about third parties, you have obtained that person's consent to provide their Personal Information to the Bank.

14. Changes

Other than as required by law, the Bank may, at any time, modify this Agreement by giving notice of the change either before or after the change takes effect. If the Bank notifies you of the change before it is effective, your use of the Online Services on or after the effective date constitutes your consent to these modifications. If the Bank notifies you of the change after it is effective, your use of the Online Services on or after the date of the notice constitutes your consent to these modifications. You understand that we may add, remove or change any part or feature of Online Services, without giving you notice. This Agreement continues to apply to any of the services in the Online Services platform added or changed by us.

15. Suspension or Termination

The Bank may at any time, suspend or terminate your access to any or part of the services offered in Online Services for any reason without prior notice. We will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Bank may also at any time, terminate all or part of this Agreement without prior notice. You may terminate this Agreement at any time by notifying Telephone Services that you wish to do so.

16. Intellectual Property

We are the owner of all intellectual property rights subsisting on each website page in Online Services. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing in Online Services are our property and without our permission, may not be reproduced, republished, downloaded, posted, transmitted distributed or modified except for personal and non-commercial use.

17. Service Terms

There may be service terms displayed on our website pages in Online Services or when you click on information icons or hyperlinks on website pages in Online Services. You must access and read these service terms. You agree that these service terms apply to your access and use of the applicable service or Third Party Service in addition to this Agreement and any other applicable agreement.

18. Conflict

If there is a conflict between a term in this Agreement and any Product Agreement or between this Agreement and a service term on our website (as described in section 17 above), the Product Agreement or the service term, as applicable, will apply to the extent necessary to resolve the conflict.

19. Severability

If any provision of this Agreement is found to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of this Agreement.

20. Governing Law

This Agreement will be governed by and interpreted in accordance with laws of the Province and Territory in which you live and the laws of Canada, as applicable. If you live outside Canada, this Agreement will be governed by the laws of the Province of Ontario and Canada, as applicable.

21. Language (Quebec only)

The parties to this Agreement have required that this Agreement and all deeds, documents or notices relating to it be drafted in the English

language. *Les parties aux présentes ont exigé que cette convention et tout autre contrat, document ou avis soient rédigés en langue anglaise.*

PART B

PART B: Inter-Institution Funds Transfer Pre-Authorized Debit Agreement

In order to transfer funds between your B2B Bank Account and an account in your name at another financial Institution, you agree to the following terms and conditions:

1. **Definitions**
   The following definitions apply to this Part B:
   "**B2B Bank Account**" refers to the account that you opened at B2B Bank held solely or jointly with others;
   "**Funds Transfer**" means the transfer of funds electronically between your B2B Bank Account and your OFI Bank Account;
   "**Funds Transfer PAD Agreement**" refers to this Part B that governs the transfer of funds between your B2B Bank Account and your OFI Bank Account;
   "**OFI**" means a financial institution in Canada, other than B2B Bank;
   "**OFI Bank Account**" refers to your account at another financial Institution that you have identified to us for the purpose of enabling you to transfer funds between your B2B Bank Account and your OFI Bank Account;
   "**You**", "**your**" refers to the holder(s) of the B2B Bank Account who agree(s) to the terms and conditions of this Funds Transfer PAD Agreement;
   "**We**", "**our**", "**us**" refers to B2B Bank.
2. **Authority to Debit**
   If you wish to transfer funds between your B2B Bank Account that you have opened with us and your OFI Bank Account, you must first consent to this Funds Transfer PAD Agreement and initiate a registration process in Online Services on the Link Accounts page by providing the required information on your OFI Bank Account. B2B Bank will then make two deposits of small amounts into your OFI Bank Account within the next 48 hours. To complete the registration process, you must then enter the correct amounts that were deposited into the OFI Bank Account on the Link Accounts page in Online Services. The OFI Bank Account will then be added to the list of Linked Accounts on your Linked Accounts page in Online Services. This will allow you to transfer funds between your B2B Bank Account and your OFI Bank Account.
   You authorize B2B Bank to make debits and credits in accordance with your instructions to and from your OFI Bank Account and your B2B Bank Account. By consenting to this Funds Transfer PAD Agreement and by confirming the deposit amounts made at the OFI Bank Account, you agree that this authorization is provided for the benefit of the OFI and us and you authorize us to process Funds Transfer requests in accordance with the Rules of Payments Canada. You confirm that all individuals who have consented to this Funds Transfer PAD Agreement are all those who are required to sign on your OFI Bank Account.
   You may cancel this authorization at any time, but such cancellation does not terminate any other agreement that exists between you and us. Your authorization applies only to the method of payment and does not otherwise have any bearing on any agreement for services with us or the OFI. The OFI is not required to verify that the debits are drawn in accordance with this authorization.
   You agree that your email address and password or other security code or other signature equivalents will be used and will constitute valid authorization for us to process the debits and credits to your OFI Bank Account and your B2B Bank Account that you have requested.
3. **PAD Category: Funds Transfer**
   Each request to have money transferred to and from your B2B Bank Account and your OFI Bank Account is a Pre-Authorized Debit ("**PAD**") that is a Funds Transfer. All Funds Transfers are client initiated, where you, the client, move funds from your account at one financial institution to another. We will process a Funds Transfer and move funds only at your initiation and in accordance with your instructions. The timing and amount of the Funds Transfers will vary depending on the instructions you provide. To do a Funds Transfer, you must log into Online Services and initiate and authorize a Funds Transfer online. You may also call our Telebanking Centre that provides customer support at 1.866.334.4434.
4. **Cancellation of Funds Transfer PAD Agreement**
   You agree to inform us of any change to the OFI Bank Account.
   You have the right to cancel this Funds Transfer PAD Agreement or revoke this Funds Transfer PAD at any time by giving us 30-days prior notice. You may obtain a sample cancellation form or further information on your right to cancel a Funds Transfer PAD Agreement, by calling us at 1.866.334.4434 or by visiting payments.ca.
5. **Contact Information**
   You may contact us at any time by writing to B2B Bank, Commerce Court West, 199 Bay Street, 6th Floor, Toronto, Ontario M5L 0A2. You may also call us at 1.866.334.4434.
6. **Recourse/Reimbursement Statement**
   You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Funds Transfer PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit payments.ca. Exception: This does not apply to Funds Transfer PADs coded "650" or "83".
7. **Pre-Notification**
   You waive your right to receive pre-notification of the amount of the PAD and agree that you do not require advance notice of the amount of the PAD before the debit is processed. You acknowledge that you will not receive written notice from us of the amount to be debited or the due dates of the debiting.
8. **Confirmation**
   You confirm that the information you have provided is correct and accurate and that you have authorized us to act on your instructions and process your requested Funds Transfers.
9. **Confidentiality**
   My personal information related to Online Services, my B2B Bank Account or my OFI Account may be disclosed to financial clearing members and institutions in order to give effect to this Funds Transfer PAD Agreement. Any disclosures will respect the rules of Payments Canada.
10. **Language (Quebec only)**
    The parties hereto have required that this Funds Transfer PAD Agreement and all deeds, documents or notices relating to it be drafted in the English language. *Les parties aux présentes ont exigé que cette convention et tout autre contrat, document ou avis soient rédigés en langue anglaise.*

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