

PERSONAL DEPOSIT ACCOUNT AGREEMENT
applicable to the
B2B BANK CHEQUING ACCOUNT and
B2B BANK HIGH INTEREST SAVINGS ACCOUNT

The following Agreement contains the terms and conditions that apply to the personal deposit account (the Account) you have selected. It consists of three parts: Part I governs the opening and operation of your Account, Part II governs the use of automated banking machines and a debit card and Part III governs your consent to the delivery of electronic documents. You must read this Agreement in its entirety and confirm you have read, understood and agree to the terms and conditions of this Agreement, in order for the Account to be opened and available to you.

PART I: GENERAL TERMS AND CONDITIONS

1. Definitions

The following definitions apply to Part I of this Agreement:

"ATM" refers to any automated banking machine, point of sale terminal or any other equipment used to access your Account for transaction purposes with your Debit Card;

"ATM Agreement" refers to the provisions of Part II of this Agreement governing the use of the ATM service and Debit Card, which applies to those Accounts that offer this service;

"Account" refers to the personal deposit account, either the B2B Bank Chequing Account or the B2B Bank High Interest Savings Account, more fully described in Section 2. below, that you have selected and are opening solely or jointly with others and which Account is governed by this Agreement;

"Agreement" refers to this agreement that governs your personal deposit account, consisting of three parts: Part I General Terms and Conditions governing the opening and operation of your Account, Part II governing the use of our ATM and Debit Card service and Part III governing the consent to electronic documents, as amended and/or restated from time to time;

"Bank" refers to B2B Bank, also at times referred to as **"we/us/our"**;

"Business Day" means Monday to Friday, excluding statutory holidays when the Bank is closed;

"Coverdraft" means our service linking your Account to a designated line of credit account with us, allowing an automatic transfer of funds from your line of credit to cover any overdrawn balance in your Account, thus bringing the Account balance back to zero, as more fully described in section 7.2 below;

"Debit Card" or **"Card"** represents any debit card issued to you by the Laurentian Bank of Canada, allowing you to transact in your Account at an ATM. This card remains the property of Laurentian Bank of Canada, the issuer of the card for the Bank;

"Fee Schedule" refers to the Fee Schedule which lists the fees and charges applicable to your Account and is available online at b2bbank.com/mybank/fees to form an integral part of this Agreement;

"Holder" is the signatory of this Agreement and the owner of the Account, whether solely or jointly with others; if this is a joint Account, each owner may also be referred to as a **"Co-Holder"**; in both cases, they may at times be referred to as **"you/your"**;

"Interest Rate Schedule" refers to the Interest Rate Schedule which provides the interest rates applicable to your Account and is available online at b2bbank.com/mybank/rates to form an integral part of this Agreement;

"Instrument" refers to a bill of exchange (including cheque and official cheque), draft, promissory note, other instruction or order for the payment of money, given verbally or in paper or electronic form, clearing item, payment item or other value item, including any image or reproduction of the foregoing;

"Online Services" refers to the Bank's online banking platform, which you must use to access the Account electronically and to do transactions, using an Electronic Device with an Access User ID and Password;

"Online Services Agreement" refers to the User Agreement for B2B Bank Online Services between you and the Bank, as amended and/or restated from time to time, which you accepted in order to enter the Online Services platform and apply for the Account;

"Online Statement" refers to an electronic or PDF version of your Account Statement;

"Paper Statement" refers to a paper copy of your Account Statement;

"Statements" refers to both Online Statements and Paper Statements that show the transactions and balances in your Account during any calendar month; and

"Telephone Services" refers to the services offered by the B2B Bank Client Services that provide customer support by telephone for your Account and can be reached at 1.866.334.4434.

2. The Account

2.1. You are bound by the provisions in this Agreement that apply to the features and services offered as part of your Account.

2.2. If your Account is the B2B Bank Chequing Account, then any feature or service described in this Agreement comes with your Account and all the provisions of this Agreement apply.

2.3. If your Account is the B2B Bank High Interest Savings Account, the following features and services do not come with your Account:

- a. no Debit Card or ATM privileges;
- b. no cheque-writing privileges;
- c. you cannot send an *Interac* e-Transfer^{®†}, but you may receive them; and
- d. no bill payment privileges.

Withdrawal of funds from the B2B Bank High Interest Savings Account, is limited to electronic funds transfers to another account in your name with us or with another financial institution to which you have created a link in Online Services.

For the B2B Bank High Interest Savings Account, this Agreement will be adjusted accordingly and read as though provisions governing the features and services listed in sub-sections

a. to d. above, do not apply.

2.4. Subscription to and use of the Account is proof that you have read, understood and accepted the terms and conditions of this Agreement, the Interest Rate Schedule and the Fee Schedule, as well as received a copy of them.

2.5. You undertake to use your Account for lawful purposes and in compliance with the Bank's policies and procedures. You agree to take all reasonable precautions to maintain the security and integrity of your Account and to prevent fraudulent transactions in it. You agree to advise us of any suspicious circumstances surrounding an Instrument or transaction that you may be aware of related to your Account. If, in our opinion, there is unusual, improper or suspicious activity in or related to the Account, we reserve the right to deny services to you, suspend or close the Account in our complete discretion.

2.6. You acknowledge that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and Regulations, as they may be amended from time to time, apply to the operation of your Account and that we will adopt policies and procedures to address the reporting, client identification and record-keeping requirements of this legislation. You agree to abide by and comply with all our policies and procedures, even if they may be more rigorous than the statutory or regulatory requirements.

2.7. You undertake to use your Account for personal banking purposes only. If the Account is used for business banking purposes, we reserve the right to close the Account without notice to you.

2.8. The Bank reserves the right to limit the availability of some features and services that come with your Account to certain geographical regions.

3. Fees and Expenses

3.1. You agree to pay the Bank all charges and fees that apply to the Account, including interest on overdrawn Accounts, as they appear in the Fee Schedule in Canadian legal tender. You authorize the Bank to debit your Account for these fees

and charges in Canadian legal tender when they are incurred or on the last day of each month. If you close the Account, the charges and fees for the current month will be withdrawn from your Account at the time of closing. If, at any time, you do not have sufficient funds in your Account to pay any these fees and charges, you authorize us to withdraw the amount you owe from any other account you may have with us, as described more fully in section 6 below on set off.

- 3.2. The Bank may, at any time, increase and/or introduce new charges and fees related to the Account by written notice sent to you electronically or by mail, as applicable, at least thirty (30) days before the effective date of the change, advising you of the new fees and rates.
- 3.3. You also agree to pay fees and expenses related to: (i) a third-party demand or claim, seizure or request for information arising from any legal proceedings initiated in accordance with applicable laws; (ii) any request for a credit history; and (iii) any research request you make.
- 3.4. You agree to fully indemnify us for any expenses we incur in collecting or attempting to collect amounts you owe us, including expenses related to the use of a collection agency. If there is a dispute about the funds in an Account or the ownership of an Account, we may freeze the funds in the Account, until such time as the dispute is resolved, apply to the court for directions or pay the funds into court in Canadian dollars. We may fully recover any expenses incurred by us from the funds in the Account.
- 3.5. You also accept that third parties may impose supplementary fees on certain products and services, such as convenience or surcharge fees for using another party's ATM or fees for sending or receiving an *Interac* e-Transfer transaction. You are responsible for these fees.

4. Instruments

- 4.1. You are liable toward the Bank for the payment of any Instrument deposited in your Account. Instruments deposited in your Account are received by the Bank for collection only and, in case of non-payment, will be debited from your Account. You remain liable for any deposit to your Account, including any counterfeit, altered or fraudulent cheque. You are also responsible for any Instrument, issued, accepted, endorsed, negotiated or signed by you. The Bank is authorized to honour and to pay without inquiry any Instrument you sign or authorize, drawn to the order of an authorized signatory, whether the Instrument is remitted for cashing, payment of your obligation or deposited to your Account; the Bank is released and held harmless of any responsibility in this respect.
- 4.2. The Bank is authorized to endorse on your behalf any Instrument credited to your Account which has been given to it for acceptance or collection.
- 4.3. The Bank will require Instruments deposited to your Account to comply with applicable laws, rules, regulations and standards of the Bank and/or Payments Canada. You release the Bank from any liability in the event of refusal by the Bank to deposit or pay any Instrument altered, with or without your consent, not bearing the appropriate account number or that the Bank believes does not comply with our policies and procedures or the law.
- 4.4. If your Account has cheque writing privileges, you agree to use, without altering them, the cheques made available to you or authorized by the Bank to be used for your Account. The Bank may order cheques for you to use in the Account from a supplier of its choice for which you accept to pay the costs. You undertake to keep any such cheques safe.
- 4.5. You will allow the Bank to ensure that any Instrument deposited to your Account has cleared before making the amount of such Instrument available for withdrawal. However, the Bank adheres to a *Cheque & Instrument Hold Funds Policy*, which will allow you to withdraw funds, once the hold period on the Instrument expires, as more fully described in section 8. below on our cheque hold policy.

5. Interest

- 5.1. If interest is payable on any credit balance in an Account, the interest rates applicable to your Account are those described in the Interest Rate Schedule. All interest rates are per annum. Interest is calculated daily on the closing credit balance of your Account and paid monthly.

- 5.2. You acknowledge having received and reviewed the Interest Rate Schedule and understand the interest rate(s) applicable to your Account.
- 5.3. These interest rates and the way interest is calculated may be changed from time to time by the Bank in its entire discretion, which changes will be posted on the Interest Rate Schedule on our website.
- 5.4. If the Account is closed, the accrued interest will be calculated up to, but not including, the date of closure of the Account and will be credited to your Account at the time the Account is closed.

6. Set-Off, Application and Compensation

The Bank has the right of set-off against you. This means we may apply (offset) the funds on deposit in the Account against any debt or obligation you, and if this is a joint Account, any one of you, owes to the Bank or any of its affiliates without notice. We may also apply (offset) the funds in any account you may have with us or with any of our affiliates against a debt or obligation you owe in the Account. The amounts may be applied immediately when any one of these debts becomes due, even if the second debt is not. The second debt will become due and payable immediately, in the Bank's entire discretion, when the first debt becomes due. The Bank has the right to choose which debt to offset.

7. Overdrawn Account and Coverdraft

7.1. Overdrawn Account

The following applies if you have not subscribed to our Coverdraft services:

- a. You shall not overdraw your Account. You will not pay bills, withdraw or transfer funds from the Account, if such an operation would result in an overdrawn balance.
- b. If, however, for any reason your Account becomes overdrawn, you will pay on demand any overdrawn balance, as well as interest on the overdrawn balance (before and after demand) at the then prevailing interest rate for unauthorized overdrafts described in the Fee Schedule, plus applicable overdraft charges.
- c. All such overdraft interest shall be calculated from the date each amount is overdrawn until payment is made. You authorize the Bank to debit your Account for the interest and charges due. This debit may increase the overdrawn balance of your Account.
- d. Nothing in this clause may be interpreted as obligating the Bank to grant advances to you or provide you with overdraft protection. If we allow your Account to be overdrawn, it is at our complete discretion. We may refuse to pay an Instrument, or honour a withdrawal request made against the Account at any time, if there are insufficient available funds, even if we have allowed your Account to be overdrawn before.
- e. You understand that any deposit or other credit to your Account will be applied in the following order: interest, overdraft charges, administrative charges (if any), overdraft principal. You will make a deposit at least once a month in an amount that will cover the monthly overdraft interest and charges.
- f. If there is more than one Holder, any one of you may cause the Account to be overdrawn. You accept joint and several (solidary in Quebec) responsibility for any overdraft so created in the Account.
- g. The interest rate and any other charges that apply to an overdrawn balance are described in the Fee Schedule. You will pay interest on the overdraft at the interest rate in the Fee Schedule. All interest rates are per annum. Interest is calculated daily on the closing overdrawn balance and charged monthly to your Account.
- h. The Bank may, at any time, change the interest rate and other charges that apply to unauthorized overdraft, described in the Fee Schedule, by written notice, advising you of the new interest rate or charges thirty (30) days before the effective date of the change, as described in sub-section 3.2. above.

7.2. Coverdraft

The following applies, if you have subscribed to our Coverdraft service:

- a. To subscribe for Coverdraft, you must apply for a line of credit with us and ask that the Account be linked to the line of credit account; your Account will be linked after your line of credit application has been approved.

- b. If for any reason your Account becomes overdrawn and you have Coverdraft, funds will be automatically moved from your line of credit account (referred to here as the "Loan") in order to cover any overdrawn balance in your Account, thus bringing the Account balance back to zero.
- c. The Loan shall be deemed to have been made at the end of the business day in which the transaction causing the overdraft occurs, and in the amount required to cover any overdrawn balance, including any Account fees or charges.
- d. The terms and conditions applicable to the Loan, such as the interest rate, any Loan charges and repayment of the interest and principal of the Loan, shall be governed by the line of credit agreement.

8. Cheque Hold Policy

- 8.1. The Bank places a hold on all cheques and Instruments deposited to Accounts in accordance with its cheque hold policy (the "**Cheque Hold Policy**"):
 - Instruments in Canadian dollars deposited and drawn in Canada: maximum hold period of five (5) business days after the day of deposit, when deposited at an ATM, mailed or delivered to us.
- 8.2. **Exceptions.** In certain circumstances, the maximum hold periods stated above do not apply, such as in the following:
 - An account has been open for less than ninety (90) days;
 - Anomalies with cheques/Instruments that require further investigation;
 - An Instrument that the Bank has reasonable grounds to believe will not be paid or is being deposited for illegal or fraudulent purposes;
 - Cheques/Instruments have been endorsed more than once;
 - Cheques/Instruments are stale-dated (i.e. cheque or other instrument deposited at least six (6) months after the date of the cheque); and
 - Cheques/Instruments are not issued in Canadian currency.
- 8.3. Please read the Cheque Hold Policy which can be found on the Bank's website at b2bbank.com/mybank/banking-services/cheques-instruments-holding.pdf for full details.

9. Transactions

- 9.1. **Access.** By subscribing to Online Services and Telephone Services, you shall have access to your Account through Online Services and Telephone Services, in which case your transactions will be governed not only by this Agreement but also by the Online Services Agreement. For those Accounts that come with Debit Card and ATM privileges, by subscribing to use ATMs and a Debit Card, you shall have access to your Account from ATMs by using your Debit Card, in which case your transactions will also be governed by the ATM Agreement in Part II. The Bank may make other channels and platforms available to you to access your Account, from time to time.
- 9.2. **Accurate Information.** Transactions may be declined or delayed for any reason. It is your responsibility to ensure all information required by the Bank is accurate and up-to-date at all times. The Bank is not required to seek accurate or up-to-date information on your behalf and will not be liable for any loss you may incur because the information you provided was incorrect.
- 9.3. **Timing of Transaction.** When you give instructions for a payment to be made, including a post-dated or scheduled payment, you understand that although funds may be withdrawn from the source account on the date or the time you instruct the Bank to do so, the funds may not be received by the beneficiary on that date or time. We are not responsible for any disputes you may have with third parties, including for the failure of the third party to credit you for a payment, penalties imposed by a third party for a delayed payment, failure of the third party to supply you with goods and services or on the quality of the goods and services you received.
- 9.4. **Refusal to Process.** The Bank reserves the right to decline or refuse, without notice, to execute an instruction of payment from you if it believes that an error has occurred, there is improper, fraudulent or illegal activity related to the payment or for any other reason.
- 9.5. **Adjustments.** The Bank also reserves the right to adjust a deposit to an Account and correct the Account record if an Instrument is dishonoured, not paid or paid but subsequently

returned for any reason. We may also adjust the Bank record or balance in an Account to correct amounts that we believe were credited to your Account by mistake or that we suspect could be the result of any fraudulent, unlawful or improper activity. You waive presentment for payment, notice of dishonour, protest and notice of protest on all Instruments requiring such action.

10. INTERAC e-Transfer Transactions

- 10.1. This section applies to those Accounts that have the *Interac* e-Transfer service as one of its features.
- Definitions.** The following definitions apply to this section on *Interac* e-Transfer transactions:
- "**Acxsys**" means Acxsys Corporation, and includes its successors and assigns. It supplies services related to e-Transfers to the Bank and other financial institutions participating in the e-Transfer Service;
- "**e-Transfer**" means an *Interac* e-Transfer transaction sent or received through the e-Transfer Service;
- "**e-Transfer Question and Answer**" means the security question and answer created by a Sender and used for verification purposes for the e-Transfer Service;
- "**e-Transfer Service**" means the *Interac* e-Transfer feature in Online Services that allows you (i) to send funds (in Canadian currency) from certain accounts to another person who has a bank account with a participating Canadian financial institution by specifying an email address or mobile number, or (ii) to receive funds (in Canadian currency) from another person who has a bank account with a participating Canadian financial institution by specifying an email address or mobile number;
- "**Recipient**" refers to a person who is the intended recipient of an e-Transfer; and
- "**Sender**" refers to a person who initiates an e-Transfer.
- 10.2. The terms and conditions of this section apply only when you use the e-Transfer Service, either as a Sender or as a Recipient. If there is a conflict between this section and the general terms and conditions of this Agreement, this section will apply to the extent necessary to resolve any conflict.
- 10.3. **Initiating an e-Transfer.** After you initiate an e-Transfer by using the e-Transfer Service, the Bank will withdraw the e-Transfer amount from your Account and send an email or text message to the Recipient at the email address or mobile number that you provided. The email or text message will identify you as the Sender, indicate the e-Transfer amount, the name of the Recipient and that you are using the e-Transfer Service. The Bank will withdraw the funds from your Account and hold them until the Bank receives notice that (i) the Recipient has correctly responded to the e-Transfer Question and Answer and claimed the funds; or (ii) you cancel and reclaim the funds.
- 10.4. **No Interest.** The Bank will not pay interest on the e-Transfer amount to any Sender or Recipient, for the time the e-Transfer amount was not in your Account.
- 10.5. **Claiming or Declining an e-Transfer.**
- a. A Recipient of an e-Transfer may claim or decline the e-Transfer using Online Services, the online or mobile banking services of another financial institution, or the Acxsys payment service. Other financial institutions or Acxsys may charge an additional fee if a Recipient uses its services.
 - b. To claim or decline an e-Transfer, the Recipient must respond correctly to the e-Transfer Question and Answer.
 - c. A Recipient who successfully claims an e-Transfer using Online Services or the online or mobile banking service of another financial institution should generally receive funds immediately. A Recipient who successfully claims an e-Transfer using the Acxsys payment service should generally receive funds within three (3) to five (5) Business Days. However, the actual time to receive funds through either process will vary and may take significantly longer depending on the circumstances. The Bank makes no representations or warranties regarding the time required to complete an e-Transfer.
 - d. A Recipient has thirty (30) days from the time an e-Transfer is sent through the e-Transfer Service to claim the e-Transfer amount, after which the e-Transfer will automatically expire. An e-Transfer sent from another financial institution will also expire after a certain period of time.

10.6. Cancelling an e-Transfer. A Sender may cancel an e-Transfer sent using the e-Transfer Service, unless the Recipient has successfully claimed the e-Transfer amount. As a Recipient of an e-Transfer using Online Services, you agree that an e-Transfer may be stopped at any time by the Sender before you have claimed the e-Transfer amount.

10.7. Declined, Cancelled or Expired e-Transfer. If you send an e-Transfer using the e-Transfer Service that is declined, cancelled or that automatically expired, the Bank may attempt to redeposit the value of such e-Transfer into the account from which the funds originated or at its sole discretion into another one of your accounts.

10.8. The Bank is Entitled to Rely on an e-Transfer Question and Answer. The Bank, as well as other financial institutions participating in the e-Transfer Service and Acxsys, is entitled to pay an e-Transfer amount to anyone who, using Online Services, the online or mobile banking service of another financial institution, or the Acxsys website, claims the e-Transfer amount and correctly responds to the e-Transfer Question and Answer, whether or not the Sender intended that person to receive the funds. You will comply with the Bank's security obligations and this Agreement and will not use email or text message or any optional message that may accompany the e-Transfer funds to send the Recipient the e-Transfer Question and Answer. If you are a Recipient, you agree that you will not disclose the e-Transfer Question and Answer to anyone.

10.9. Acxsys. If a Recipient claims an e-Transfer amount from a Sender using the Acxsys payment service but provides information to Acxsys which is insufficient or incorrect, Acxsys may (i) request additional or corrected information from the Recipient, (ii) deposit the money directly into an account provided by the Recipient to Acxsys, or (iii) send a cheque for the e-Transfer amount to the Recipient at the civic address provided by the Recipient to Acxsys. If the Recipient fails to cash a cheque sent by Acxsys within the time limit set by Acxsys, Acxsys may return the e-Transfer amount to the Sender's Bank. The Sender's Bank, in turn, will return the e-Transfer amount, less any fees charged by Acxsys, to the Sender.

10.10. Providing the Email Address or Mobile Number of a Recipient. If you send an e-Transfer using the e-Transfer Service, you are responsible for providing a correct and operational email address or mobile number for the Recipient and for notifying the Bank promptly of any change to the email address or mobile number of the Recipient.

10.11. Optional Message Field. The Bank will not examine any optional message included by a Sender with an e-Transfer and the Bank assumes no responsibility for the contents of the optional message. You should not address any communication to the Bank, any other financial institution or Acxsys, using the optional message field. You must not reveal any e-Transfer Question and Answer in the optional message field.

10.12. Status of e-Transfer. You are responsible for reviewing the status of any e-Transfer you send using the e-Transfer Service.

10.13. Limits. We and any third party may set access limits, including the amount of money you are permitted to send or receive when you use the e-Transfer Service. The Bank may modify these limits when it so deems appropriate and without informing you or obtaining your consent.

10.14. Security. You must select an e-Transfer Question and Answer for which only the recipient may know the Answer. You must not divulge the e-Transfer Question and Answer to any person other than the Recipient identified for the transfer.

11. Inactive/Dormant Accounts

11.1. We consider an Account to be inactive if there has not been any client-initiated activity. After a period of two (2) years of inactivity we consider the Account dormant ("**Dormant Account**").

11.2. When an Account has been dormant for periods of two (2), five (5) and nine (9) years, the Bank will mail you a notice, as required by law, to your last recorded address stating that your Account is considered dormant.

11.3. Dormant Account fees will be charged to your Account in accordance with the Fee Schedule. You may choose to reactivate

your Account at any time by calling us, by completing and returning any document we require or by following any other suggestions we may have included in our notice.

11.4. If at any time there are insufficient funds to cover the Dormant Account or other fees, the Bank is authorized to close your Account without further notice.

11.5. If your Account remains dormant for a period of nine (9) years, the Bank will mail you a final notice, which shall include the mailing address and websites where information can be obtained on how to claim an unclaimed balance. The Bank will charge the final Dormant Account fee, close the Account and transfer the unclaimed balance to Bank of Canada after ten (10) years of inactivity. For more information on how to retrieve an unclaimed balance, please contact the Bank of Canada at: bankofcanada.ca/unclaimed-balances.

12. Joint Accounts

12.1. This Section applies if the Account is owned by more than one individual, each being a Co-Holder. If the Account has more than one owner, such Account is a joint Account.

12.2. Each Co-Holder will be jointly and severally (in Quebec, solidarily) liable to us for the performance of all obligations under this Agreement, including the repayment of any joint Account overdraft no matter who created it. This means the funds deposited by one Co-Holder will be subject to creditor's rights or other claims that might exist against the other Co-Holder.

All Co-Holders renounce recourse to the benefit of division and discussion and each provision of the Agreement will apply to each Co-Holder and shall be read with the appropriate changes.

12.3. You authorize the Bank to deposit for credit to this joint Account any amount, including the proceeds of any cheque, or any other Instrument payable to one or more of you.

12.4. Unless otherwise provided, any single Co-Holder can sign a cheque or perform Account functions, such Co-Holder acting as an agent for the other(s) and with the consent of the other(s) for all transactions performed. Each Co-Holder authorizes the Bank to pay and charge against the Account the amount of any cheque or other instrument, withdrawals and other debit instructions signed by any one of the Co-Holders. Funds deposited to the Account may be withdrawn by any Co-Holder, no matter who deposited them. This means any Co-Holder may use the funds in the Account for their own purposes without the consent of any other Co-Holder. Each Co-Holder authorizes the Bank to accept as receipt of amount withdrawn any voucher, cheque, or any other instrument signed by any Co-Holder. Each Co-Holder may also act alone to close the Account.

12.5. This Sub-Section Applies to all Provinces Except Quebec: Survivorship

This joint Account has the right of survivorship, which means each Co-Holder's intends that on their death, the balance of the Joint Account shall be paid to the surviving Co-Holder(s), subject to any right of set-off that follows. Each Co-Holder directs the Bank, upon receipt of a demand from the surviving Co-Holder(s) and evidence of death acceptable to the Bank, to act in accordance with a request to remove the name of any deceased Co-Holder from the Account, subject to applicable laws. The Bank reserves the right of set-off against each Co-Holder jointly and severally. This means that on the death of any Co-Holder, all their debts owing to the Bank may be paid out of the joint Account and the remaining balance, if any, will be paid to the surviving Co-Holder(s).

12.6. For more information on joint personal deposit accounts and powers of attorney please visit canada.ca/en/employment-social-development/corporate/seniors/forum/power-attorney-financial.html?_ga=2.46448420.201692691.1502980088-1371662362.1502980088.

13. Statements

13.1. The Bank will provide you with a monthly Statement of transactions that took place in the Account. An Online Statement will be made available through Online Services unless the Bank is instructed you wish to receive Paper Statements.

13.2. The Online Statement shall be considered to have been received when posted or made available in Online Services. If a Paper Statement is sent by mail, you are considered to have received

it within ten (10) days of the Paper Statement date. If you have not received it within this time, you undertake to promptly advise the Bank, failing which you are considered to have received the Paper Statement.

- 13.3. You agree to regularly and at least once a month check your Statements and to notify the Bank if you notice any errors or omissions. If you fail to notify the Bank within thirty (30) days from the date of the Statement and bring evidence to the contrary, all entries will be deemed accurate and you will be considered to have acknowledged the accuracy of all entries and information on your Statement. Except for errors reported in writing during that time, the Bank is discharged, from any claim with respect to the accuracy of your Statement.

14. Documents and Records

- 14.1. If you receive electronic documents in Online Services, they shall be considered to have been received when posted or made available in Online Services. If you have opted for paper documents, any documents delivered by the Bank shall be delivered by hand or ordinary mail at the latest address on file with the Bank. Any notification delivered by hand shall be deemed to have been received on the date of its delivery and by ordinary mail on the fifth (5th) day following the postmark date.
- 14.2. You may make various transactions by telephone through Telephone Services. When you communicate with the Bank by telephone, the Bank will require that you identify yourself and may record the conversation.
- 14.3. You have provided the Bank with your personal information, such as name, telephone number, civic address or e-mail address, and acknowledge that you are responsible for advising the Bank of any changes to this personal information by phone to Telephone Services and/or by internet by accessing your Account in Online Services.
- 14.4. Subject to sections 13.3. above, our recording of electronic banking operations on a computer or digital storage medium, including voice recordings, constitutes conclusive proof of those banking operations and shall be binding upon you in case of any dispute or legal proceeding with the Bank.

15. Responsibility

- 15.1. The Bank offers no guarantee regarding Telephone Services, Online Services or services that may be delivered in any other way and cannot be held liable for any acts or omissions that occur online, by telephone or in any other channel. You shall not hold the Bank liable with respect to delays, damages or inconveniences caused by the failure or malfunction of the service or by your inability to gain access to it. You shall settle directly with a billing company any claim or dispute related to a transaction. The Bank shall not be liable for the failure of a billing company to register the payment of any bill which you have made by means of the service, nor shall it be liable for any extra costs, including interest penalties, charged by a billing company.
- 15.2. The Bank will not be held responsible for any disputes with a payment beneficiary including a dispute resulting from the beneficiary not receiving payment for any reason, charging you fees or penalties, not providing the purchased goods or services or claiming such goods or services are unsuitable.
- 15.3. The Bank shall not be held liable for any losses or damages (including without limitation direct or indirect, special, incidental or consequential, exemplary or punitive damages, losses or expenses) resulting from the services, the inability to use the services, any defects in performance, errors, omissions, interruptions, delays in operations or transmissions, computer viruses, failure or breakdown of systems or lines, loss of data, unauthorized use or reproduction of the site or information on the site, even if the Bank or its representatives are informed of the possibility of such damages, losses or expenses.
- 15.4. You acknowledge that any dispute with a merchant or issuing company or any third party will be settled directly between the merchant or the issuing company or third party and you.

16. Changes and Termination

- 16.1. Subject to section 3.2. on changes to fees and charges and any other matters specifically provided for in this Agreement, the Bank may change, at any time, the terms and conditions of this Agreement or the services offered under them, by sending

you a notice. Such changes will take effect on the date stated in the notice. The use of your Account after the effective date of a change will constitute proof of your acceptance of the changes made.

- 16.2. The Bank may limit your use of the services governed by this Agreement and/or the Account if it considers that you are abusing them in any way, you have deposited an Instrument that proves to be altered, counterfeit or fraudulent, you have knowingly performed a suspicious, unusual, irregular, fraudulent or abusive transaction, you are the victim of fraud or if a dispute arises between Co-Holders or contradictory instructions are given by them regarding an Account. This limitation of services or use of the Account shall apply until such time as the Bank considers that the situation has been resolved.
- 16.3. The Bank may terminate this Agreement or services under this Agreement and close the Account for any reason and without prior notice, including if you contravene a provision of this Agreement, any related agreement or the law.
- 16.4. If the Bank terminates this Agreement, you must immediately repay any amount owing to the Bank. You remain responsible for the instruments drawn on your Account or deposited in them, which are pending and uncleared, even after your Account is closed. If the Bank closes the Account, we will issue a cheque or a draft in the amount of any net credit balance payable to you and deliver it at your risk to the last known address for the Account.
- 16.5. You can cancel this Agreement or the services offered by notifying the Bank in writing at the following address:

B2B Bank, Banking Services
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto, ON M5L 0A2

or by informing Telephone Services at 1.866.334.4434 that you wish to do so.

17. Complaint or Problem Resolution

You understand and acknowledge that you may contact the Bank if you have any problems or concerns regarding this Agreement or your Account. If you have a problem or concern, the first step is to talk to your financial advisor or contact one of our Client Service Representatives at 1.800.263.8349 or 1.866.334.4434 (in Toronto at 416.947.7427).

You may also write to us at:

Problem Resolution Analyst, B2B Bank
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto, ON M5L 0A2
Fax: 416.865.5930

If you are not satisfied, you may write to senior management at:

Vice President, Operations, B2B Bank
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto, ON M5L 0A2
Email: VPOperations@b2bbank.com

If you are still not satisfied, you may refer the matter to:

B2B Bank Ombudsman Office
1360 René-Lévesque Boulevard West, Suite 600
Montreal, Quebec H3G 0E5
Tel.: 514.284.7192 or 1.800.479.1244 Fax: 1.800.473.4790
Email: ombudsman@b2bbank.com

If all of our efforts to resolve the complaint fail, you may turn to:

Ombudsman for Banking Services and Investments
401 Bay Street, Suite 1505 P.O. Box 5
Toronto, Ontario M5H 2Y4
Tel.: 416.287.2877 or 1.888.451.4519
Fax: 416.225.4722 or 1.888.422.2865
Email: ombudsman@obsi.ca

For a regulatory complaint, you may contact:

Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, Ontario K1R 1B9
Tel.: 613.996.5454 or 1.866.461.3222
Email: info@fcac-acfc.gc.ca
Website: fcac-acfc.gc.ca

Should you need more information on the Bank's complaint/dispute resolution policy, please consult our Problem Resolution Process brochure available at [b2bbank.com/mybank/legal/problem-resolution-process.pdf](https://www.b2bbank.com/mybank/legal/problem-resolution-process.pdf).

18. Canada Deposit Insurance Canada

The Bank is a member of the Canada Deposit Insurance Corporation ("CDIC"). CDIC is a federal Crown corporation that protects your deposits at financial institutions that are CDIC members. Coverage is free and automatic — you don't have to sign up. CDIC encourages you to learn about CDIC protection by reviewing the CDIC brochure available at: <https://www.cdic.ca/wp-content/uploads/cdic-abbreviated-brochure-protecting-your-deposits.pdf> information on deposit insurance is also available in the CDIC brochure (provided to you).

Quebec only: GICs made in the Province of Quebec are deposits within the meaning of the Deposit Insurance Act (Quebec) and insured under the Act.

19. Signatures

All documents bearing your signature or electronic signature, all transactions and applications made by or transmitted by a telecommunication system (e.g., telephone, fax, cable or other electronic device) will have the same legal effect and be binding as a document, a transaction or an application bearing your original signature.

20. Currency of Payment and Conversion

If an Instrument is in a currency other than the currency of the Account and the Bank accepts to credit or debit the Instrument to or from the Account, you agree that the Bank may convert the Instrument at the applicable currency conversion rate established by the Bank in its discretion for such purpose. The Bank is not responsible for any losses related to foreign currency conversion, including those resulting from a change to our currency conversion rates between the date an Instrument is converted by the Bank and the date the Instrument is presented, processed or returned. The conversion rate in effect at the time a service is requested may be different from the rate in effect at the time your transaction takes place that the Bank applies. You are solely responsible for any losses related to foreign currency conversions in connection with the Bank's services, including those resulting from a change to the Bank's currency conversion rates and any loss in the value or amount of an Instrument due to an adverse change to such rates.

21. Consent to Collection and Use of Personal Information

21.1. 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 21.2* 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**").

21.2. 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.

21.3. Holding, Using, and Disclosing Your Personal Information: For the purposes described in *section 21.2*, 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 21.2*, 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 **unsubscribe@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.

22. Interpretative Clause

- 22.1. This Account is governed by this Agreement in three Parts, a copy of which Agreement you acknowledge to have received. In case of conflict between any of the Parts of this Agreement, the provisions of Part I on the General Terms and Conditions shall prevail to the extent necessary to resolve the conflict.
- 22.2. Whenever the context so requires the singular number shall be interpreted as plural, the masculine gender as feminine or neutral, and vice-versa.
- 22.3. We have the right to assign this Agreement to any other financial institution at any time without notice to you. This Agreement binds the parties who sign it as well as their successors, heirs, assigns, officers, directors, employees, representatives and assignees.
- 22.4. If any provision of this Agreement is declared invalid, unenforceable or deemed unwritten, the remaining provisions will remain in full force and effect.
- 22.5. Any rights and remedies under this Agreement do not affect any other rights that the Bank may have at common law or otherwise.
- 22.6. This Agreement will be governed and interpreted according to the laws in force in the province of your residence and federal laws, as applicable. If you reside outside Canada, it shall be interpreted in accordance with the laws of the province of Ontario and federal laws, as applicable.

23. Language (Quebec only)

The parties hereto 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.

- 24. Please take this opportunity to either print this Agreement, Interest Rate and Fee Schedules or save them for future reference.

PART II: AGREEMENT GOVERNING THE USE OF THE AUTOMATED BANKING MACHINE SERVICE AND DEBIT CARD

PART II DOES NOT APPLY TO THE B2B BANK HIGH INTEREST SAVINGS ACCOUNT

B2B Bank (the "**Bank**"), as an agent for its parent company, Laurentian Bank of Canada (the "**Issuer**"), grants you the privilege of using automated banking machines (ATMs), point of sale terminals and other equipment (individually or collectively referred to as the "**Banking Machine(s)**") that may be accessed with your Debit Card, with or without a PIN, for transaction purposes. In return, you confirm you have read and understood the terms and conditions of this agreement and you agree to be bound by them.

1. Definitions

The following definitions apply to Part II:

"**Account**" refers to any account for products and services that you have with us, whether in sole ownership or jointly with other(s) that may be accessed at a Banking Machine with a Debit Card;
"**ATM Agreement**" refers to this Agreement governing the use of a Banking Machine and Debit Card;
"**Debit Card**" or "**Card**" is the card issued under this ATM Agreement by the Issuer to enable you to transact at Banking Machines with the use of a PIN or, in some cases without a PIN, such as with *Interac Flash*^{®†}, a contactless payment;

"**Partner**" is any agent with whom the Bank or Issuer has an agreement in order to enable you to do Transactions at a Banking Machine;
"**PIN**" is a confidential combination of numbers you must choose to identify yourself and use, when required, with your Debit Card to access a Banking Machine. Your PIN identifies you as the authorized user of the Debit Card;
"**Point of Sale**" refers to the place where you purchase goods or services with your Debit Card using a Banking Machine at a participating merchant;
"**Transaction**" refers to a deposit, withdrawal, payment or any other transaction in your Account that we allow you to do at a Banking Machine with a Debit Card;
"**You**", "**your**" refers to the holder of the Debit Card who agrees to the terms and conditions of this ATM Agreement;
"**We**", "**our**", "**us**" refers to the Bank in its own capacity or as agent for the Issuer or Partner.

- 2. **Your Card.** The Issuer, through the Bank, has issued the Debit Card to you for your exclusive use at Banking Machines for Transaction purposes. Your Debit Card is personal to you and may not be transferred to anyone. At all times, you must keep your Debit Card safe, in your possession or control and not let anyone else use it. Always make sure that your Debit Card is visible to you when using it at a Banking Machine and remember to take your Debit Card and Transaction record after doing a Transaction.
- 3. **Your PIN.** You agree to keep your PIN confidential and not voluntarily disclose it to anyone, including financial institution employees, law enforcement agencies or even close friends or family members. You must not inscribe your PIN on your Card or keep a poorly disguised written record of the PIN close to your Card. You agree not to use as your PIN, a combination of numbers that can be easily guessed or discovered, such as (but not limited to) your phone number, date of birth, Social Insurance Number or those of a person close to you. Use your free hand or body to shield the entry of your PIN at Banking Machines. For certain Transactions, you may use the contactless payment feature on your Card (if equipped) to do an *Interac Flash* Transaction (upon request this feature can be deactivated), but you will have the same rights and responsibilities under this ATM Agreement as if you had used your Card with your PIN.
- 4. **Loss or Theft of a Card/Compromised PIN.** You shall notify the Bank immediately if your Card is lost or stolen or if you suspect that another person knows your PIN, is using your Card or the number on your Card, by contacting the Telebanking Centre at 1.866.334.4434.
- 5. **Cancellation of Card.** You must not use a Banking Machine with your Debit Card in a fraudulent or illegal manner or in a way that might jeopardize the security, integrity and efficiency of our systems. The Issuer may, without prior notice, reduce the benefits related to your Card (e.g. reduce your Withdrawal Limit), if you do not respect your obligations under this ATM Agreement. The Card is the property of the Issuer and may be cancelled or revoked at any time without notice if this ATM Agreement is not respected.
- 6. **Instructions.** All Banking Machine Transactions will be debited from or credited to the Account in which the Transaction occurs, according to your instructions at the time of the Transaction. We reserve the right to refuse any Transaction for any reason in order to protect our respective interests.
- 7. **Authorization to Debit Service Charges.** You authorize the Bank to withdraw directly from your Account all service charges relating to Transactions in your Account accessed with your Card at Banking Machines.
- 8. **Refusal to Honour or Accept.** You release the Bank of all liability should your Debit Card not be honoured by a merchant, regardless of the reasons given by the merchant to whom it is presented or if your Debit Card is not accepted at a Banking Machine. This includes where we cancel or temporarily de-activate your Debit Card or decline to authorize a Transaction because we have detected activity in your Account or the use of your Debit Card that we consider to be unusual.
- 9. **Removal of Equipment.** The Partner, Bank or Issuer may, at its sole discretion and without prior notice, remove any of its Banking Machines or cancel their use and, if they do, they shall not be liable or responsible for any losses you may incur from such removal or cancellation.
- 10. **Amendments.** The Bank may at any time amend the terms and conditions of this ATM Agreement, in which case the Bank will notify you of the changes before they take effect, either by sending you a notice

(paper or electronic) or by posting a notice on the Bank's website. If the Bank sends you a notice, they will send it to the address in its records. If you use your Card after the effective date of the change, it will mean you have accepted the change(s).

11. Limits. The Bank may set one or more limits that will apply to the use of your Card. The Bank may change a limit or introduce new limits, with or without notice. Some of these limits are daily limits including the following:

- **Withdrawal Limit** - the maximum amount you can withdraw in cash at automated banking machines in one day;
- **Point of Sale Limit** - the maximum daily limit for purchases made at a point of sale with your Debit Card; and
- Limits on transfers from your Accounts or the use of your Card in any one day.

The Bank will tell you what your initial Withdrawal Limit and Point of Sale Limit are. Upon request and where possible, the Bank will let you choose the limits that best suit your needs within a range of limits the Bank will set.

12. Verifications. The use of you Debit Card and PIN are subject to our verification and acceptance. You understand that the contents and amounts deposited in an envelope(s), or any deposit used for a Transaction or any amount deposited to your Account through a Banking Machine may not be withdrawn until it has been verified by the Partner or the Bank. This may take place on a later date than the date you used your Debit Card and may affect when the Transactions become effective.

13. Cheques or Instruments. In compliance with the Bank's *Cheque & Instrument Hold Funds Policy*, the Bank will withhold funds that result from deposit of any instrument or cheque to your Account.

In some cases, the cheque or instrument may be held longer due to verification purposes.

14. Records. Our records showing the use of your Debit Card and PIN and our determination of the details of that Transaction will be considered correct and binding on you.

15. Instructions and Guidelines. You shall comply with the Bank's instructions and guidelines regarding the use of the Card and the Banking Machines. We shall not be liable for any late payments, damages or inconvenience that result from the malfunction of the Card or Banking Machine.

16. Use. Other than the exceptions provided in section 17. below, the use of the Banking Machines or the Card is entirely at your own risk and we shall not be liable or responsible for any accident, assault, theft, loss or damage sustained by you while using a Banking Machine, whether or not the Banking Machine is located on the Bank or Issuer's premises or elsewhere.

17. Your Liability for Losses. This section applies to losses that occur at a Banking Machine or when using your Card, including contactless payment.

- Full Liability:** You are fully responsible for Transactions made with your authorization, including Transactions resulting from entry errors when using Banking Machines, as well as any fraudulent or worthless deposits that you make, and Transactions where you unintentionally contribute to an unauthorized use if you do not subsequently cooperate with the Bank or another investigative body.
- Limited Liability:** You are responsible for losses up to your daily limit for each day losses occur when you contribute to an unauthorized use of your Card, for example, if you voluntarily disclose the PIN (including writing the PIN on the Card or keeping a poorly disguised written record of the PIN in proximity with the Card); or if you fail to notify the Bank within a reasonable time that the Card has been lost, stolen or misused, or that the PIN may have become known to someone other than you. You can be responsible for losses that exceed your Account balance if the Account has a line of credit or is overdrawn or is linked with another Account or other Accounts, or if the withdrawal is made subsequent to a fraudulent deposit or worthless deposit.
- No Liability:** You are not liable for losses resulting from circumstances beyond your control. You are not responsible for losses due to technical problems, the Bank's errors or system malfunctions. You are not responsible for losses occurring after the Card has been reported lost or stolen, the Card is cancelled or you have reported someone else knows your PIN. You are not responsible for losses attributable to the unauthorized use

of your Card when you have respected this ATM Agreement and the Transactions leading to the losses are made in a situation independent from your free will, including when you involuntarily contribute to the situation, provided that you collaborate with the Bank in any related investigation.

18. Limitation of our Liability. In no event, even if we are negligent, will we be liable for any incidental, indirect, consequential, special, aggravated, punitive, exemplary or similar damages, nor will we be liable for losses or damages to you caused by:

- the actions of or failure to act by a third party;
- mistakes, errors, omissions, inaccuracies contained in any data or information given by you to us and any data or information provided to you by a third party;
- any delay, error, interruption or failure by us to perform or fulfill any of our obligations to you due to any cause beyond our control, any system malfunctions or any technical failures;
- any delay or inability to access or use our systems (including any charges, such as late payment fees or additional interest you may have to pay to a third party).

You release the Bank from all liability with respect to the quality of the merchandise or the rendering of services obtained using the Card. Any disputes with a merchant shall be settled directly between you and the merchant.

19. Limit Changes. Subject to the Bank's approval, you may change the limits to your Card over the telephone by calling 1.866.334.4434. All such changes shall have the same legal effect as though you have signed an agreement authorizing the limit changes.

20. Fees. Fees may apply for using your Card at a Banking Machine. Please refer to the Bank's Fee Schedule at b2bbank.com/mybank/fees/ chequing or the *Cost of Borrowing Disclosure Statement*, applicable to the Account you are accessing, for all related service charges, information on foreign currency Transactions, and fees associated with the use of the Card. Fees may be amended at any time upon notice.

21. Privacy and Confidentiality. We comply with the laws related to the protection of personal information. To ensure compliance with these laws, we have developed a privacy policy, the main points of which are summarized in our brochure entitled *B2B Bank Code of Confidentiality* available 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.

22. Complaint Resolution. You understand and acknowledge that you may contact the Bank if you have any questions or concerns about this ATM Agreement or a problem encountered when performing a Transaction using your Card by calling 1.866.334.4434. The Bank has a complaint/dispute resolution policy in place for handling such problems, and you can get more details about the policy by calling 1.866.334.4434. If you have reported the unauthorized Transaction to the Bank, an investigation will be conducted, the Bank will make all efforts to respond to you no later than ten (10) business days. However, in some circumstances, the Bank may need more time to investigate your complaint or question within the ten (10) business days as stated above. During the course of the investigation, you may be asked (where appropriate) to provide a signed statement or an affidavit, which may result in a temporary suspension of this ten (10) business day period until the requested statement or affidavit is received. If the investigation determines that the funds in dispute (partial or in full) will not be reimbursed to you, the Bank will show, on the balance of probabilities, you contributed to the unauthorized use of the Debit Card. When the problem cannot be resolved following the initial request, you will obtain from the Bank their Problem Resolution Process brochure available at b2bbank.com/mybank/legal/problem-resolution-process.pdf, which explains how to file a complaint or forward comments.

23. Termination. We may end this ATM Agreement at any time without telling you, if you contravene any part of this ATM Agreement or we suspect that your Card is being used by someone else. In all other cases, you or we may end this ATM Agreement at any time by giving notice in writing. If this ATM Agreement has ended, your obligations continue until they have been completely satisfied.

24. Debit Code. This ATM Agreement complies with the *Canadian Code of Practice for Consumer Debit Card Services* (the "Code"). You can view the Code on the Financial Consumer Agency of Canada website.

- 25. Agreement.** This ATM Agreement adds to, but does not replace any other agreement governing any other Account that you now have, or may have in the future, with the Bank. Your use of the Card indicates that you have read, understood and accepted the terms and conditions of this ATM Agreement and any obligation(s) and privileges relating to the use of the Card or Banking Machines.
- 26. Governing Laws.** This ATM Agreement will be governed in accordance with the laws of the province or territory in which you reside, as well as the applicable federal laws, and if you reside outside of Canada, by the laws of the province of Ontario and federal laws, as applicable.
- 27. Language.** You have requested this ATM Agreement and all other related documents be prepared in English. *Vous avez exigé que cette Convention GAB et tous les documents y afférent soient rédigés en anglais.*

PART III: CONSENT TO ELECTRONIC DOCUMENTS

In opening this Account, you agree to accept delivery of Electronic Documents and to the following terms and conditions:

1. Definitions

The following definitions apply to Part III:

“**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 Documents**” refers to the documents in electronic form described in section 2.a.;

“**Electronic Documents Agreement**” means the agreement which governs your electronic access to and use of our Online Services platform;

“**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;

“**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 have 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 Electronic Documents Agreement and the user of the Bank’s Online Services.

2. Consent to Electronic Documents

- a.** You consent to receive the following documents in electronic form in Online Services rather than in paper form (which documents will be referred to in this section as the “**Electronic Documents**”):
- i. this Electronic Documents Agreement 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 change to your information, including your name, address, phone number and email address, either by phone at 1.866.334.4434 or in Online Services under Contact details in Customer profile.
- g.** You agree to access Online Services at least monthly to review your Electronic Documents and communications. You confirm that you have the necessary technical ability and resources to do so. 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, on which fees will apply. 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, to which fees will apply.

3. 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 are not 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.

4. 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 any Product Agreement, 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.

5. Other Agreements

This Electronic Documents Agreement does not replace any other agreements you may have with us, which continue to apply.

6. Language (Quebec only)

The parties hereto 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.*

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