

TERMS AND CONDITIONS

1. **INTERPRETATION** – Any defined term used in this agreement, defined in the singular, is deemed to include the plural and vice versa.

“**Access Terminal**” means any device used to access any of the Depositor’s accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

“**Account**” means any of the Depositor’s accounts or subaccounts (if applicable) that the Depositor may have now or in the future, at the Financial Institution.

“**Account Agreement**” means the agreement for the operation of the Account.

“**ATM**” means an Automated Teller Machine.

“**CPA**” means the Canadian Payments Association, also referred to as Payments Canada, or any successor organization thereof, in effect from time to time.

“**Debit Card**” means a card issued by the Financial Institution that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants.

“**Depositor**” means the customer or member of the Financial Institution who holds the Account with the Financial Institution authorized by the Financial Institution for Direct Services.

“**Direct Services**” means the services offered by the Financial Institution from time to time that let the Depositor access the Account using an Access Terminal. However, Direct Services do not include card services such as Debit Cards or Smart Cards provided by a Third Party.

“**Direct Services Agreement**” means the agreement for the use of Direct Services.

“**Eligible Financial Institution**” means either a member of the CPA or a Canadian financial institution deemed to be a Member for purposes of the CPA Rules.

“**Financial Institution**” means the financial institution set out in the Account Agreement.

“**Funds Transfer PAD**” means, where the Payor and the Payee are the same individual, a PAD drawn on the account of a Payor for the purpose of transferring funds from his or her account at one Eligible Financial Institution to his or her account at another Eligible Financial Institution, including, but not limited to, registered savings plans, mutual funds, segregated funds, annuities, deposit accounts, cash accounts, and investment accounts.

“**Instrument**” means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable instrument, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

“**PAC**” means the personal access code or word used with Direct Services to access an Account.

“**PAD**” means a Preauthorized Debit.

“**Payor**” means the party whose External Account is debited with the amount of the PAD.

“**Payee**” means the party whose Account is credited with the amount of the PAD.

“**Preauthorized Debit**” means a Transaction debiting an account that is processed electronically by a financial institution in accordance with the Depositor’s written request.

“**Rules**” means the regulations, by-laws, rules and standards of the Canadian Payments Association, also referred to as Payments Canada, or any successor organization thereof, in effect from time to time.

“**Smart Card**” means a Debit Card that has an embedded integrated circuit that can process data and protect the cardholder from fraudulent use.

“**Third Party**” means any person, firm, corporation, association, organization, or entity other than the Financial Institution or Central 1 Credit Union (“Central 1”).

“**Transaction**” means any transaction processed to or from the Account.

2. By signing the Authorization on page 1, the Depositor authorizes the Financial Institution to transfer funds from the Account to the External Account identified by the Depositor at the times and for the amounts specified by the Depositor. The Depositor acknowledges that the Financial Institution may limit the amount of these transfers.

3. By signing the Authorization on page 1, the Depositor authorizes the Financial Institution to transfer funds from the External Account identified by the Depositor to the Account at the times and for the amounts specified by the Depositor. The Depositor acknowledges and agrees that:

- a) this authorization is provided for the Financial Institution’s benefit and for the benefit of the other financial institution where the External Account is held, and that it is provided in consideration of the other financial institution agreeing to process PADs against the External Account;
- b) the PADs processed against the External Account will be Funds Transfer PADs;
- c) the PADs will be triggered after the Depositor accesses Direct Services and requests a transfer from the External Account;
- d) the PADs may be issued for a fixed amount or a variable amount as determined by the Depositor;
- e) the act of logging on to Direct Services, using the PAC, and initiating the transfer constitutes the Depositor’s authorization for the transfer. This includes authorization for amount changes;

- f) the Financial Institution may limit the amount of these transfers;
- g) recourse will not be provided through the clearing system pursuant to the Rules (that is, the Depositor will not receive automatic reimbursement in the event of a dispute). The Depositor must seek reimbursement from the Payee (the Account) in the event that a transfer is erroneously charged to the External Account;
- h) delivery of this agreement to the Financial Institution constitutes delivery to the other financial institution; and
- i) the other financial institution is not required to verify that a PAD has been issued in accordance with this authorization, including the amount and purpose of the transfer, prior to processing the transfer.

4. The Depositor agrees to immediately notify the Financial Institution, in writing, of any changes to the account information of the External Account.
5. The Financial Institution reserves the right to verify the External Account.
6. The Depositor acknowledges and agrees that the Financial Institution, at its discretion, may limit the type of transfer that can be made between the Account and the External Account, specifically whether transfers will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account.
7. This agreement is continuing but may be cancelled at any time upon notice being provided by the Depositor, either in writing or orally, with proper authorization to verify the Depositor’s identity within the time frame specified by the Financial Institution that shall not exceed 30 days. The Depositor acknowledges that he or she can obtain a sample cancellation form or further information on the right to cancel this agreement from the Financial Institution or by visiting www.cdnpay.ca.
8. The terms and conditions of the Account Agreement and the Direct Services Agreement between the Depositor and the Financial Institution will apply to the transfers contemplated by this agreement.
9. The Depositor agrees that for the proper application of the Rules, the Financial Institution may disclose information contained in this agreement to the other financial institution.
10. It is the express wish of the parties that this agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s’y rattachant soient rédigés et signés en anglais.