

Community First Online Banking Access Agreement

Membership in Community First Credit Union Limited is restricted to the following:

Persons residing or employed within the Province of Ontario. Any corporation, including a municipality as defined in the Municipal Affairs Act, any unincorporated association or a partnership registered under the Partnerships Registration Act that is eligible under the provisions of the Credit Union and Caisses Populaires Act and regulations.

Community First is not entitled to accept deposits from, or make loans to, an individual/entity who is not a member of Community First. This Website, and the information contained herein, is in no way an effort to solicit business from individual entities who do not reside or work in Sault Ste. Marie, Ontario and surrounding area.

Not Offering Advice

The Information is for informational purposes only and is not intended to provide specific financial, investment, tax, legal or accounting advice for you, and should not be relied upon in that regard. Please contact your own legal, accounting, financial, and/or tax advisors in this regard.

In consideration of Community First agreeing to make Community First Online Banking available to the Member, the Member agrees as follows:

Interpretation

- "Account" means any account of the Member with Community First Credit Union Limited.
- "Account Agreement" means the account agreement entered into by the Member in respect of the operation of the Account.
- "Member" means a member or joint member of Community First Credit Union Limited.
- "Community First Online Banking" means the online remote banking services offered by Community First Credit Union Limited from time to time which are accessed through use of the Personal Access Code ("PAC"), a personal computer and the Internet. It does not include card services such as debit or smart cards.
- "PAC" means the access code selected by the Member which permits access to Community First Online Banking. It does not refer to the personal identification number (PIN) used with card services.
- "Community First" means Community First Credit Union Limited.
- "Transaction" means any transaction performed using Community First Online Banking including, without limitation, the transfer of funds between products, Accounts or the payment of bills.

Use of Community First Online Banking

The Member may use Community First Online Banking to access any permitted Account and to conduct such Transactions as may be permitted by Community First from time to time. The Member agrees to follow the instructions of Community First in effect from time to time with respect to the use of Community First Online Banking. With respect to joint Accounts, only those Accounts which permit any one joint holder to withdraw funds or otherwise access the Accounts without the other will be permitted to use Community First Online Banking. Members cannot use Community First Online Banking to access any "both to sign" or "all to sign" joint Accounts.

Availability of Community First Online Banking

The Member agrees that Community First Online Banking will be available only on an "as is" and "as available" basis. The Member acknowledges that the availability of Community First Online Banking is dependent upon telecommunication lines, computer hardware and software and other equipment belonging to Community First to third parties. The Member agrees that Community First will not be responsible or liable for any loss, damage, injury, inconvenience or delay of any kind that the Member may incur arising from the provision or the failure to provide Community First Online Banking or the malfunction or failure of telecommunication lines, computer hardware, software or other equipment for any reason. The Member releases Community First from all claims in respect of any such loss, damage, inconvenience, injury or delay.

Personal Access Code (PAC)

The member is solely responsible for the care and control of the PAC. The Member will keep the PAC confidential. The Member agrees not to record the PAC in any format or medium, including, without limitation, an electronic form or by voice mail or e-mail. The Member may change the PAC at any time and the Member will change the PAC if and when required by Community First. The Member acknowledges that the PAC must be changed if there is a change in the persons authorized to sign on the Account.

The Member will notify Community First immediately:

- of any misuse or unauthorized use of the PAC; or
- if the PAC becomes known to anyone other than the Member.

Authorization

The Member acknowledges that:

- use of the PAC to conduct a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the Member in person or as otherwise contemplated or permitted by the Account Access Agreement; and
- the Member will be bound by each such Transaction.

The Member irrevocably authorizes and directs Community First to debit or credit, as the case may be, the amount of any Transaction to the Account in accordance with the normal practices of Community First. Community First's procedures respecting the debiting and crediting of any Transaction may be revised from time to time with or without notice to the Member.

Records

All Transactions are subject to verification and acceptance by Community First. Community First's records of all Transactions will be deemed to be correct and will be conclusive and binding upon the Member. All Transactions will appear on the regular Account statements. If the Member believes that the records of Community First contain an error or omission, the Member must give written notice thereof to Community First within 45 days of the date on which the Account statement was mailed. The provisions in the Account Agreement relating to verification apply to the transactions and the use of Community First Online Banking.

Bill Payments

The Member acknowledges and agrees that:

- when bill payments are made through Community First Online Banking, funds are irrevocably transferred out of the Account and the Transaction cannot be revoked or countermanded and the Member agrees to be responsible for ensuring the accuracy of any billing account number to which the Member intends to transfer funds;
- Community First will not be liable for any loss or damage as a result of funds being transferred to the wrong recipient if the Member provided the wrong account number;
- Community First cannot be responsible or obligated to retrieve or return such funds to the Member; and
- the Member will be liable for all Transactions conducted using Community First Online Banking.

Accuracy of Information Provided by Internet Banking

Internet banking obtains its information from Community First's banking system. If there is a discrepancy between information provided by Internet banking and the information existing in Community First's banking system, the information in Community First's banking system shall be deemed to be correct.

Limitation of Liability

If Community First makes an error or omission with respect to the recording of any transaction, Community First will only be liable for the amount of the error or omission if written notice has been given to Community First within the time provided in the account agreement and Community First's liability is limited to the amount of the error or omission, plus any applicable service charges which may have been charged to the Member.

Indemnity

The Member will indemnify Community First against all claims made against, and liabilities incurred by, Community First as a result of Community First making available Community First Online Banking to the Member.

Service Charges

The Member will pay, from time to time, the service charges that Community First establishes from time to time for Community First Online Banking. Community First may deduct such charges, when due, from the Account. Community First may give notice of service fees and any changes from time to time through service fee disclosure pamphlets or notices of services fees which may be available at all branches of Community First or on Community First's Internet Website.

Changes

Community First may change the terms of this Agreement from time to time upon not less than 30 days notice of such additional or modified terms and conditions. Notice may be given either in writing addressed to the Member at its last address provided to Community First or in the form of a notice displayed at all branches of Community First or in the form of a notice displayed on the screen when accessing Community First Online Banking. Use of Community First Online Banking after the effective date of any changes will be deemed acceptance of such changes.

Other Agreements

The terms and conditions of the Account Access Agreement between the Member and Community First will apply to Community First Online Banking and transactions made under this Agreement, except as expressly modified by the terms of this Agreement.

General

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement will continue in full force and effect. This Agreement will endure to the benefit of and be binding upon each of Community First and the member and their respective successors and assigns.

Termination

Community First may terminate the Internet banking function, or this agreement, at any time without notice to you. Community First accepts no responsibility for any damages you incur as a result of the withdrawal of the Internet banking function or restrictions placed on your use of it.

Legal Terms of Use

If you access and use this Community First Online Banking, you accept and agree to be bound by and comply with terms outlined in the Access Agreement. If you do not accept the terms, do not use the Internet Banking System.

Use Constitutes Acceptance

Use of Community First Online Banking, constitutes your acceptance of the terms of this agreement.