



CAMBRIAN CREDIT UNION MEMBERSHIP APPLICATION AND ACCOUNT AGREEMENT

By acknowledging and agreeing to the Membership Application and Account Agreement (hereinafter referred to as "Account Agreement" or "Agreement"), the Applicant(s) request Membership with Cambrian Credit Union Limited (hereinafter referred to as the "Credit Union") and agrees to be bound by the terms and conditions of this Account Agreement. The Agreement between you and the Credit Union is formed by this document and any additional terms for a particular product or service which are provided to you separately at the time of purchase. If the application for Membership is not accepted, the Credit Union may close any accounts opened under the Membership Application, but the terms of this Account Agreement will still apply.

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

"**Credit Union**", "**you**", "**your**", "**it**" means the credit union holding your Account set out in the Account Agreement and all of its subsidiaries, affiliates and divisions.

"**I**", "**we**", "**me**", "**my**", "**our**", "**account holder**" means the person or persons who have applied for Membership.

"**Payment order**" means any order by one person directing another to pay money, including cheques, withdrawal instructions, automated funds transfers, direct deposits, pre-authorized debits and any other orders communicated in writing or by means of computer, telecommunications or digital device.

- **APPLICATION OF ACCOUNT AGREEMENT** - This Account Agreement will apply to all of the persons who have acknowledged the Account Agreement (if more than one) jointly and severally even if, for some reason, the Account Agreement has not been effectively acknowledged by every person who had been intended to acknowledge it. This Account Agreement will be binding on me and on my estate even if I should die, lose mental capacity or become bankrupt. This Account Agreement will apply to all accounts opened by you for me from time to time, unless you have opened an account for me under a different Account Agreement and then such other Account Agreement will apply to the accounts opened under it. The types of account to which this Account Agreement applies can include TFSA, RRSP, RRIF, RESP, savings, chequing, trust, line of credit and loan accounts and any other types of account that you might offer.

- **PRIVACY**-The account holder(s) acknowledge that the Credit Union has policies to protect the account holder's privacy and that it may obtain particulars upon request. Until the account holder(s) withdraw consent, the account holder hereby consents to the use (by the Credit Union and any affiliates or other members of the Canadian Credit Union system) of information provided by the account holder(s) or collected about the account holder for any use related to the provision to the account holder(s) (whether currently provided or prospective) of financial services by the Credit Union or any affiliates or other members of the Canadian Credit Union system.

The account holder(s) hereby consents to a personal investigation being conducted by or for the Credit Union including the use of the account holder(s)'s Social Insurance Number(s) and all other information as required under the Criminal Code and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTA). The personal investigation may involve enquiries from any credit bureau, as well as any current or former financial institution(s), lender(s), landlord(s) or employer(s). This is to allow the Credit Union to assess the account holder(s)'s creditworthiness now and in the future. The information to be collected relates to the account holder(s)'s borrowing and repayment history and performance. The Credit Union is authorized to disclose financial information to other financial institutions, lenders or credit bureaus, on direct enquiry by any of them to allow ongoing assessment of the account holder(s)'s creditworthiness now and in the future, and the account holder(s) agrees to indemnify the Credit Union from any claims arising from any such disclosure by the Credit Union. The consent, authorization and indemnity shall continue in effect as long as the account holder(s)'s membership with the Credit Union continues, even if the account holder(s) later gives specific consent to a personal investigation for particular loans or accounts.

The account holder(s) acknowledge that the Credit Union may be required to verify information received and obtain additional contact and occupational information deemed necessary by the various regulatory agencies in order to establish and operate an account.

I agree that my information will be stored in accordance to the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") and that the Credit Union will only collect, gather or disclose my information after obtaining my consent, except where required by law. I have been made aware that the Credit Union maintains a publicly available Privacy Policy, and that additional information on how the Credit Union protects the privacy or personal information of its members is available on request.

If I wish to withdraw my consent, I will complete a Privacy Exception Form as provided by the Credit Union available upon request.

- **Declaration of Third Party**- I hereby declare that, as a member of the Credit Union, I am not acting on behalf of any other individual or Corporation.
- **Joint Accounts**—If two or more natural persons acknowledged the Account Agreement, the account will be joint with right of survivorship and all obligations under this Account Agreement, including the obligation to pay any overdrafts and the obligation to pay interest, fees and charges, will be joint and several.

- **Accounts requiring multiple signatures**—Any joint, personal accounts under this membership that indicate two or more signatures required is for my reference only and will be monitored by myself or other account holders for valid signatures on completed transactions. The Credit Union will not monitor transactions for valid signatures and therefore cannot guarantee that such transactions will or will not be paid.
- **Statements**—You agree to provide to me a periodic statement that sets out all transactions affecting my account. I agree that you may provide me with that statement at such intervals as you may determine and that you may provide it by mail, electronically, by personally handing it to me, or by such other means as we may both agree. If mailed, statements will be deemed to have been received by me 10 days after statement issue date. I acknowledge that I am primarily responsible for monitoring my account and making sure that all transaction through it are proper, accurate and have been authorized by me. If I have not received a statement for a particular period, the Credit Union will make one available to me at my request. Should I discover any errors or unauthorized transactions, I will report these to you within 30 days of the applicable statement cycle. After such time as passed, the Credit Union will not be liable to me for any errors, omissions, or communicated transactions, charges or payment orders debited to my account.
- **Debit Card Agreement**—The account holder(s) will use the Debit Card only for the purpose of obtaining such services as are agreed upon between the account holder(s) and the Credit Union.
The account holder(s) will maintain the confidentiality of the Personal Identification Number (PIN) and will under no circumstances disclose it to any other person. The account holder(s) will be responsible for all charges if the PIN has not been kept confidential. Once the account holder has requested and first used the Debit Card, the account holder(s) will be liable for all authorized and unauthorized uses of the Debit Card by any person up to the account holder(s) established limit, prior to the expiry or cancellation of the Debit Card. If the account holder(s) suspects or becomes aware that the Debit Card is lost or stolen, or that the PIN has been made accessible to another person, the account holder(s) will notify the Credit union or its agent immediately, whereupon the Credit Union will cancel the Debit Card. The Credit Union remains the owner of the Debit Card. It may restrict the use of the Debit Card or may terminate this agreement and the account holder(s) right to use the Debit Card, at any time, without notice.
- **Fees and Charges**—I agree to pay the usual charges and fees set by you, from time to time, including any costs incurred in providing information about my accounts to me or to those who are authorized by this agreement, by law or by me to request information and I agree that you may debit my account for such charges and fees. You will make a list of your usual charges and fees available to me, but I agree that you may change the amounts of your charges and fees without actual notice to me. In the event of default by me under the terms of any account to which this Account Agreement applies, I agree to pay, and you may debit from my account, all costs and disbursements incurred by you in pursuing your remedies against me, including, but not limited to legal costs, as between a solicitor and their own client.
- **Interest**—Interest rates quoted for the daily interest Premium Savings account are per annum. Interest on the Premium Savings account is calculated daily and paid on the last day of each month as follows: daily closing balance times the interest rate divided by 365. The Credit Union may change the interest rate in effect on the Premium Savings account from time to time without notice. Current information on interest rates is available through Cambrian's Touchtone, Online, Web site, or by calling any Cambrian branch. Interest on Guaranteed Investment Certificates (GICs) is calculated on a per annum basis. The interest is compounded annually or paid annually into the account holder(s)'s deposit account of choice.
- **Overdrafts and NSF Items**—I agree that I will not issue any payment order that would result in the account being overdrawn unless I have first made arrangements with you and those arrangements are in compliance with your overdraft policies. You may debit one account to cover an overdraft in another account, at your discretion. I agree to pay interest to you in respect of any unauthorized overdraft in any account to which this Agreement applies, as well after as before default or judgment, at a rate equal to your variable rate of interest for unauthorized overdrafts declared from time to time. I understand the said variable rate is subject to fluctuation from time to time without notice and is the rate expressed as a rate per annum established from time to time by your board of directors. I acknowledge that the said variable rate is currently 18% per annum.
- **Deposits to Account**—You may accept payment orders on deposit to my account or on collection and you may use the services of another financial institution or other agent as you think best to present a payment order for payment, acceptance or collection. I waive, as far as possible, all requirements of any legislation governing payment orders and agree that I will not hold you responsible if any payment order payable to or endorsed to me is not honoured. I will indemnify you against all claims made against you or liability incurred by you in connection with any payment order deposited to my credit, including payment orders that have forged or unauthorized signatures or endorsements and those that have been countermanded. I also agree to pay to you, and I agree that you may debit my account with, the amount of any payment orders that I or others may deposit to my account or that I may cash (if your policies allow me to cash payment orders) and that are not honoured or paid to you.
- **Withdrawals from Account**—You may debit my account the amount of any payment order communicated to you by any means unless you have reason to believe that the payment order is not proper or unless I have countermanded that order by any verifiable means. You are not obliged to certify any payment order made by me. If you do not honour a payment order because you do not believe it to be proper, I agree that you will not be responsible for any damage resulting to me. If I have more than one account, you may debit any one of them, even if the payment order refers to a particular account. I will be responsible for the accuracy and validity of any pre-authorized debits (PADs) from my account unless I report any errors within the applicable period (10 business days for business PADs and 90 calendar days for consumer PADs).

- **Restriction or Termination of Account**—I acknowledge that you may suspend, restrict, or terminate my account, and any services related to it, without notice to me, for reasons including but not limited to: unusual/suspicious activity, suspected fraudulent activity, breach of or failure to comply with Credit Union Articles, By-laws or Policies, breach of account, loan or other agreements with the Credit Union, or as required by law. Restriction or termination of any account(s) membership does not release me from any liabilities or obligations to the Credit Union, and the terms of this agreement still apply.
- **Inactive/Dormant Account**—Where there is no account activity (credits/debits initiated by me) after a period of time as determined by the Credit Union, my account will be considered inactive or dormant. If after a period of two years or more, my account remains inactive or unacknowledged by me, and after attempts to contact me have been unsuccessful, my account may be transferred to an account held in trust by the Credit Union.
- **Statutory Accounts**—The provisions of this Account Agreement as they relate to joint accounts (including right of survivorship), the application of monies from one account against debits in another and closing accounts do not apply to TFSA, RRSP, RRIF or RESP accounts or any other similar type of accounts opened under specific statutory authority granting special tax deferral or other benefits whether opened pursuant to the Income Tax Act or other similar legislation ("statutory accounts"). I agree that each statutory account will be the subject of a separate agreement between us and that such separate statutory agreement will apply in the event of a conflict between it and this Account Agreement.
- **Trust Accounts**—The provisions of this Account Agreement as they relate to the transfer of monies between accounts only apply to the trust accounts that I may open with you for the same beneficial owners. Where an account is a trust account you may rely on my instructions only and you are not responsible for making sure that I comply with the terms of the trust agreement. If a trustee dies, the governing agreement, if there is one, will apply.
- **Insurance**—Where I have requested insurance with respect to any deposit or loan account with you, I agree that the terms of any master policy that you have with the insurer, including any limitations on coverage, will apply to and be binding on me.
- **Identification**—I acknowledge the Credit Union's duties in relation to The Proceeds of Crime (Money Laundering) and Terrorist Financing Act ("PCMLTFA"), whereby the Credit Union may need to take certain measures to ascertain if I, or someone I am related to is a prescribed party under the PCMLTFA. I also acknowledge that the Credit Union must review or refer to identification to ascertain my identity as prescribed by PCMLTFA Regulations and I agree to cooperate with the Credit Union in this regard. Unless a document is required to contain an original signature, I may authorize you to accept a mechanical signature, electronic signature, or digital version of my signature attached to or associated with a document, provided that such signature is reliable for (i) the purposes of identification, and (ii) associating the signature with the document for the purpose of validity and enforceability for which the signature was applied. I am responsible for maintaining the security of any membership cards, including related personal access codes, passwords and personal identification numbers in connection with my account. A signed copy of the Membership Application and Account Agreement delivered via facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- **Legislation**—Nothing in this Account Agreement alters any provision of the Credit Union and Caisses Populaires Act or any regulation under that Act. The laws of Manitoba apply to this Account Agreement and to any disputes relating to it.
- **Notices**—Either you or I can give notice to the other in writing or by such electronic or digital means as may be deemed acceptable and appropriate for the content being communicated. If electronic or digital means are used, both you and I must have access to such means of communication and the communication must be transmitted and received in a way that is reliable and can be confirmed and the content of the notice can be saved by both parties independently of each other.