

Taiwanese Credit Union Internet Banking

Agreement – This Agreement, which includes the Fee Schedule, is a contract, which establishes the rules that cover your electronic access to your accounts at **Taiwanese Canadian Toronto Credit Union (so called TCTCU)** through Internet Banking. By using Internet Banking, you accept all the terms and conditions of this Agreement.

The terms and conditions of the deposit agreements and disclosures for each of your accounts as well as your other agreements with **TCTCU**, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of Financial Services Regulatory Authority of Ontario. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and **TCTCU** successors and assignees. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement and Fee Schedule, constitutes the entire agreement between you and **TCTCU** with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions – As used in this Agreement, the words “**we**”, “**our**”, “**us**” mean Taiwanese Canadian Toronto Credit Union (TCTCU). “**You**” and “**your**” refer to the accountholder authorized by Taiwanese Canadian Toronto Credit Union to use Internet Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder’s funds through Internet Banking. “**Account**” or “**accounts**” means your accounts at TCTCU. “Electronic funds transfers” means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your TCTCU accounts using Internet Banking, including bill payments. “Internet Banking Services” means the services provided pursuant to this Agreement, including the Bill Payment Service. The term “Business days” means Monday through Friday. Holidays are not included.

Access – To use Internet Banking, you must have at least one account at TCTCU, access to Internet service, and an e-mail address. Internet Banking can be used to access only TCTCU accounts which you have been designated as an account owner.

Internet Banking Services – You can use Internet Banking to check the balance of TCTCU accounts, view account histories, transfer funds between your TCTCU accounts, view statements, and pay bills from your TCTCU accounts in the amounts and on the dates you request if you have Bill Payment Service.

Hours of Access – You can use Internet Banking seven days a week, twenty-four hours a day, although some or all Internet Banking services may not be available occasionally due to emergency or scheduled system maintenance and/or outside of Canada. We agree to post notice of any extended periods of non-availability on the Internet Banking website located at www.tctcu.com.

Customer Service Support for Internet Banking is available from 10:00 a.m. to 4:30 p.m. Eastern Standard Time, (EST) Monday – Friday. Please call (905)944-0981.

Your Password – For security purposes, you are required to change your password upon your initial login to Internet Banking. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Internet Banking will be revoked. To re-establish your authorization to use Internet Banking, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password that utilizes both 2-6 upper and lower case alpha and 1 to 4 numeric characters total for purposes of security. Your password should not be associated with any commonly known personal identification, such as social insurance numbers, address, and date of birth, names of children, and should be memorized rather than written down.

Security – You understand the importance of your role in preventing misuse of your accounts through Internet Banking. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social insurance number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Internet Banking is encrypted in an effort to provide transmission security and Internet Banking utilizes identification technology to verify that the sender and receiver of Internet Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Internet Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Internet Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges – There is no charge for Internet Banking or Internet Bill Pay. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Internet Banking.

Posting of Transfers – Transfers initiated through Internet Banking before 11:00 p.m., Eastern Standard Time, on a business day are posted to your account the next day. Saturday, Sunday or banking holiday, will be posted on the next business day. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfers and Bill Payment menu options of Internet Banking will reflect transfers made by all users of the same account. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Overdrafts (Order of Payments, Transfers, and other Withdrawals) – If your account has insufficient funds to perform electronic fund transfers you have requested for a given business day, then:

a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority,

b. Electronic fund transfers initiated through Internet Banking that would result in an overdraft of your account may, at our discretion, be cancelled,

c. In the event the electronic fund transfers initiated through Internet Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of Internet Banking Transactions – The number of transfers from TCTCU accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold period expires.

Stop Payment Requests – The ability to process a stop payment request will depend on the payment method and whether or not a cheque has cleared. We may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

If you make your stop payment request, we require you to put your request in the form of a paper writing or email immediately after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

Disclosure of Account Information and Transfers – You understand that information about your accounts or the transfers that you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large deposit and/or foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant call to verify a cheque you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to Internet Banking. You agree and hereby authorize all of these transfers of information.

Change in Terms – We may change any terms of this Agreement at any time. If the change would result in increased fees for any Internet Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any subject Internet Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments

— Contact us as soon as you can, if you think your paper/electronic statement is wrong, or if you need more information about a transfer listed on your paper/electronic statement. Call (905)944-0981 immediately. When you contact us:

- (1) Tell us your name and account number.
- (2) Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error, or why you need more information.
- (3) Tell us the dollar amount of the suspected error.
- (4) If the suspected error relates to a bill payment made via the Internet Bill Payment Service, please note the bill payment reference number and contact the Bill Payment Support Line at (905)944-0981 or send a notice to our info@tctcu.com.

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of email, by postal mail or fax within 10 business days.

We will communicate the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Our Liability for Failure to Make a Transfer — If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- (2) If a legal order directs us to prohibit withdrawals from the account.
- (3) If your account is closed, or if it has been frozen.
- (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electronic terminal, telecommunication device, or any part of the Internet Banking electronic fund transfer system is not working properly, and you knew about the problem when you started the transfer.
- (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- (8) If you have not properly followed the on-screen instructions for using Internet Banking.
- (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers – CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

Also, if your electronic statement shows transfers that you did not make, contact us at once. If you do not tell us when statement is available to you, you may not get back any money you lost through transactions made. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

Disclaimer of Warranty and Limitation of Liability – We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Internet Banking Services provided to you under this Agreement. We do not and cannot warrant that Internet Banking will operate without errors, or that any or all Internet Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Internet Banking; including, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of TCU and its affiliates exceed the amounts paid by you for the services provided to you through Internet Banking.

Your Right to Terminate – You may cancel your Internet Banking service at any time by providing us with written notice by email or postal mail or fax. Your access to Internet Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate – You agree that we can terminate or limit your access to Internet Banking Services for any of the following reasons:

Without prior notice, if you have insufficient funds in any one of your TCTCU Bank accounts. Internet Banking service may not be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

Upon 3-business day's notice, if you do not contact us to designate a new Primary Account immediately after you close your Primary Chequing Account. Upon reasonable notice, for any other reason in our sole discretion.

Communications between TCTCU and You – Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail -You can contact us by e-mail at info@tctcu.com (Please note that banking transactions through Internet Banking can not made via e-mail.)

Telephone – You can contact us by telephone at (905)944-0981

Facsimile – You can contact us by fax at (905) 944-0982.

Postal Mail – You can write to us at:

Taiwanese Canadian Toronto Credit Union
ATTN: Customer Service
3636 Steeles Avenue East, Suite 305
ON, L3R 1K9

Consent to Electronic Delivery of Notices – You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Taiwanese Canadian Toronto Credit Union Internet Banking website (www.tctcu.com) or by e-mail. You agree to notify us immediately of any change in your e-mail address.

FEE SCHEDULE

Internet Banking – Free

Bill Payment Services – Free

Transfers Services-Free

Interac Transfer-Incoming deposit Free

Interac Transfer-Outgoing withdrawal \$0.75/time with daily maximum amount \$2000