



Taiwanese Canadian Toronto Credit Union Financial Services Terms



2023 Jan version

Financial Services Terms

Please carefully read this important document and store it in a safe place. These Financial Services Terms (Terms) are effective January 06, 2023

These Terms apply to your Account and any Services you use with TCTCU.

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Section 1: Definitions

Account means any personal deposit account opened with TCTCU. It does not include guaranteed investment certificates (GICs), term deposits, or registered plans.

Legal Representative means:

- Any person named as such in a Power of Attorney for property.
- A committee of estate
- An estate representative
- A legal guardian
- Any other person recognized as your legal representative under applicable law or by a court order

Service means any service we make available to you in connection with your Account.

We, us, our, TCTCU, or TCTCU refers to *Taiwanese Canadian Toronto Credit Union Ltd*

You, your, or yours means the member or members listed on the Account and their Legal Representative, if applicable.

Section 2: Account Fees, Activity, And Records

2.1 What fees, charges, interest, and costs apply to your Account and Services?

You agree to pay and authorize us to charge to your Account -even if it creates or increases an overdraft - any fees, charges, interest costs, or other amounts that:

- You owe TCTCU for your Account and the Services that you use.
- You owe to another financial institution as a result of using your Account or a Service.
- We incur when:
- We attempt to recover any amount that you owe us and any related legal costs.
- We enforce any obligation that you owe us.
- We respond to any legal or administrative proceedings, notices, or demands related to your Account or any Services you used.

Our fees, charges, and interest are subject to change from time to time. You can find TCTCU's list of Account fees and charges, as well as features of any Account or Services online at <http://www.tctcu.com/>. You can also access this document at our branch.

2.2 How can you use your Account?

Your Account is for personal, household, or family use only. You cannot use your Account to:

- Manage a business or other enterprise.
- Conduct or support any fraudulent, illegal, or improper activities.
- Engage in activities that we believe expose us to unacceptable risk.

If you do so, we have the right to restrict or close your Account with or without notifying you.

Accessing Your Account

Withdrawing Money

We may require you to notify us a minimum of three days before you withdraw money exceeding or equal to Cdn \$10,000 from your Account.

Updating Your Account Information

You must contact us right away if you have any changes to your:

- Account information
- Mailing address
- Name
- Other contact information you gave us, such as your mobile number and/or email address

To do so, use the contact information provided in *Section 7:How To Contact Us*.

Managing Accounts in Trust

If we open an Account for you that is "in trust," we will only take instructions from you as the named Account holder. We do not need to recognize anyone other than you as being involved with or having rights relating to the Account (except a joint Account holder for joint Accounts in trust).

You are responsible for fulfilling any trust obligations that may apply to operating your Account; we will not monitor this for you. In addition, we are not responsible for any claim or loss that arises from:

- Your decision to open an Account in trust.
- Us having any knowledge of the terms of any trust associated with your Account.

When opening and operating an Account in trust, you may be subject to certain legal responsibilities and tax consequences. We encourage you to discuss these issues with your legal and tax advisors.

2.3 Can we restrict your Account activity or close your Account?

Restricting or Closing Your Account

At any time, we may restrict your ability to deal with your Account, with or without notifying you. These restrictions include:

- Accessing your Account
- Making deposits
- Transferring money in or out of the Account
- Withdrawing money
- Using any Service
- Making any other transactions

We may also close your Account with or without notifying you.

For example, we may restrict Account activity or use of any Services, or close your Account, for any of the following reasons:

- We receive notice or otherwise believe that you are a victim of financial abuse or coercion or have become mentally incapable of managing your financial affairs.
- We believe that your Account has suspicious, improper, illegal, possible fraudulent, or unauthorized activity.

- We believe you have engaged in suspicious, improper, illegal, possible fraudulent, or unauthorized activity.
- Account holders (including Legal Representatives) have disputes between them, and we are not certain who has the right to access and use funds in the Account.
- You breach these Terms or any other terms and conditions related to the Account or any Services.
- We are required to do so by law.
- We intend to use our right of set-off under these Terms.
- We believe that a third party made a valid claim against your Account funds, or we are investigating whether such a third-party claim is valid.
- We seek to protect your or our interests.
- Your Account operates in a way that we find unsatisfactory or contrary to our policies.
- You caused us to have a financial loss.
- We reasonably believe that we must do so to protect our employees and/or customers from physical harm, harassment, or other abuse.
- Your Account has no activity for a certain period of time.

If we restrict activities in your Account or use of any Services, or close your Account, we are not liable for any damages, losses, or inconvenience that you claim relates to these decisions.

Managing Your Closed Account

You may close your Account at any time. If either you or we close your Account, you must still fulfill your obligations.

You will need to pay any money owed to TCTCU, including any interest, fees, charges, or other amounts. You will also be liable for any Payment Instruments that return to us after your Account closes.

2.4 How do you prove legal capacity?

If you are found to be incapable of managing your financial affairs, we may require you to prove that you have the legal capacity to complete transactions on your Account. To do so, you must provide us with written confirmation from a physician licensed to practice medicine or other qualified professional that you have the legal capacity to manage your financial affairs. Otherwise, you must have a duly appointed Legal Representative.

2.5 Can your Legal Representative access your Account?

We may accept and act upon your Legal Representative's instructions. To do so, we may ask for evidence that proves to us that the representative has legal authority to act on your behalf, such as a court order.

Designating a Legal Representative

By designating a Legal Representative and providing them with the power to act for you in respect of your Account, you give them access to your Account's history and transaction details. We are not liable when we act on their instructions or when we disclose your Account history and transaction details.

If you change your Legal Representative, we may continue to rely on the legal authority of the existing Legal Representative over your Account. We may do so until we receive written notice or other satisfactory indication that the Legal Representative's authority has been terminated.

We may refuse to honour any Account transactions or instructions that your Legal Representative makes or gives for various reasons, including:

- We cannot verify your Legal Representative's identity.
- We believe that your Legal Representative is acting outside the scope of their legal authority or otherwise not in your interests (including where we have concerns about potential financial abuse).
- You have a joint Account and not every joint Account holder has agreed in writing to the appointment of your Legal Representative.

2.6 How do we handle a Payment Instrument?

Payment Instrument includes any of the following items:

- Certified cheques
- Cheques
- Drafts
- Money orders
- Orders for payment
- Other bills of exchange
- Electronic debits, credits, including Pre-Authorized Transactions, excluding wire payments

Payment Instruments are issued, negotiated, and paid in accordance with applicable laws, self-regulatory codes, network rules, and other industry rules. We and other financial institutions may reject any Payment Instruments that do not comply with such rules.

Depositing Payment Instruments

By depositing a Payment Instrument, you agree to the hold periods we set out. We can, but do not have to, accept a Payment Instrument deposited by any person on your behalf.

Endorsing Payment Instruments

We can endorse any Payment Instrument in your name that is not already endorsed. When we do so, that endorsement is as valid as if you made it. However, you are required to personally endorse any Payment Instruments payable in a currency other than in Canadian or US dollars. We can choose not to accept a Payment Instrument for deposit to your Account if it is made payable to someone else.

Managing Images of Deposited Payment Instruments We, our agents, and other financial institutions may make, capture, or use digital images or other electronic representations of your Payment Instruments. We may do so when exchanging and clearing Payment Instruments, and settling your Account payments. We may use these images in place of paper, and we can destroy the original paper item without returning it to you.

Drawing Cheques

You can draw cheques on your Account, and you can only use your cheques for the Account encoded on the cheque. If you try to use them for another Account, we may dishonour them or delay clearing. Should written instructions on the cheque differ from the encoded Account number, then we are not responsible if we process the cheque according to its encoded Account number.

Managing Returned or Unpaid Payment Instruments

If a Payment Instrument you deposit is returned to us unpaid, we may reverse the credit to your Account (and any interest paid on that credit), even if it creates or increases an overdraft. This reversal of the credit to your Account is the actual notice to you about the dishonored or unpaid Payment Instrument. Should this reversal involve a currency exchange, then you are responsible for any associated costs or losses, which we may charge to your Account.

We may send you either the returned Payment Instrument or notice of it the same way that we send your Account statements or any other way. We consider anyone that we use to complete the Payment Instrument collection (including another financial institution or courier) to be your agent and not acting on our behalf.

Protecting Your Payment Instruments

You are responsible for the care and control of your Payment Instruments at all times. As the Account holder, you are in the best position to identify a forged, unauthorized, or altered Payment Instrument. All transactions using Payment Instruments will reflect on your Account, even if you did not perform or authorize them.

You agree that you will:

- Maintain your Payment Instruments safely at all times.
- Notify us as soon as you become aware that:

- Any Payment Instrument is lost or stolen.
- You did not receive the Payment Instrument that you ordered from us.
- Someone forged or altered any of your Payment Instruments.

If you fail to notify us of any of the issues set forth above or are unable to prove that you took reasonable steps to protect your Payment Instruments, then we are not responsible for any of the following:

- Unauthorized activities
- Unauthorized withdrawals
- Other losses

If you request a replacement Payment Instrument, we may require an indemnity. In some cases, we may require a form of security that we consider appropriate, including a surety bond. You agree to provide us with these items if requested to do so.

Stopping Payments

You can contact us to try to stop a cheque or Pre-Authorized Debit payment from being paid from your Account. When you do, we will attempt to take steps to stop the payment.

However, we are not responsible for processing the stop payment if any of the following occurs:

- You gave us incorrect information.
- You did not provide us with the information we requested.
- The payment was final, and we could not reverse it.
- We could not reverse it for other reasons outside of our control.

2.7 What Records are available, and what is your responsibility for verifying them?

TCTCU provides you with ongoing access to your Records. *Records* means the methods of displaying your transaction history that we may make available to you for your Account from time to time. We can add new recordkeeping methods and change or eliminate the availability of any of our current recordkeeping methods.

We can switch you from one recordkeeping method to another without your consent. Our current methods include:

- Paper statements (with service fee charge)

If we provide Account statements as a Record, how frequently we provide them may vary. Account inactivity can further affect this frequency.

You are responsible for the care and control of your Records. Make sure you save your Records and store them safely. You must contact us immediately if you become aware that you lost your Records, or someone accessed them without your permission. Use the contact information provided in Section 7: How To Contact Us. If someone else accesses your Records without your permission, then we may require you to prove that you took reasonable precautions to protect them.

Reviewing Records and Reporting Account Errors

You must promptly review your Records to verify all Account transactions. We will deem that you have reviewed and confirm transactions.

- **Five days from date the transaction is posted to your Account**

You must report to us if Account errors and unauthorized transactions within 30 days from Internet Banking posting. You can contact us using the information found in *Section 7: How To Contact Us*.

If you do not notify us within the 30 days, then we have no obligation to make any corrections to your Account. This includes any refund of fees or charges to your Account related to any errors, omissions, or unauthorized transactions. Not notifying us within the 30 days will mean that:

- You have reviewed your Records and accept them as valid and correct.
- All Record entries and Account balances are correct.
- All amounts are properly chargeable to you.
- We are not required to reverse any transactions.

- We are not required to credit you with any amount that does not appear in your Records.
- We are not liable for any loss suffered by you that relates to your Account or any Services, and you release us from any claims you could make that relate to your Account or any Services.

If we accidentally credit your Account due to our error or a system malfunction, you are liable to refund us the entire credit received. We can debit your Account for such an amount, even if it creates or increases an overdraft, or results in fees and interest owed on your Account. We may also debit your Account for any amount that we reasonably determine has been credited to your Account through another person's or entity's error or fraud. We do not need to notify you when adjusting your Account.

Our transaction history that we maintain conclusively proves that the transactions listed are correct and accurately represent everything you did on the Account. If a conflict arises between any transaction record, verification number, your Records, or our transaction history that we maintain, then we consider our transaction history as correct and binding.

2.8 What interest rates apply to your Account?

You agree that we may, from time to time, change the applicable interest rate of any Account. If we do so, we will post a notice in our branches and on tetcu.com. In addition, if you have an Account that pays interest and your balance falls below a certain level, you may not receive interest.

2.9 How do we manage an overdraft not covered by an overdraft protection service?

We may allow you to overdraw your Account if you do not have an overdraft protection service ("ODP"), but we are not required to do so. If your Account is overdrawn, we will charge you, and you must promptly repay, any overdrawn amount, plus any applicable fees and interest at the annual rate that we establish from time to time.

We will calculate interest on any outstanding balance daily and charge it to your Account at the end of each month. This means you may pay interest on the interest amount added to the outstanding balance. During a leap year, we charge an extra day of interest using the overdraft interest rate. This means we charge more interest in a leap year.

2.10 How do we handle foreign currency?

Setting Exchange Rates

An exchange rate is the rate used for converting one currency into the value of another currency. Exchange rates can fluctuate, including throughout the day. The exchange rate we use for currency exchanges relating to your Account is a retail exchange rate. We set our exchange rates used for your Account based on many factors, including the interbank exchange rate and an amount that we add to the interbank exchange rate. The interbank exchange rate is a wholesale exchange rate used in the interbank market for currency purchases and sales between banks and other large financial institutions. The additional amount reflects factors like our costs, risks, and any profit we may earn on the currency exchange.

Buying US Currency

Before you buy US currency from us, we will provide you with a quote for the retail exchange rate. You can then choose whether to buy the currency using the retail exchange rate we quote for you. If you agree to move forward, you are accepting the disclosed retail exchange rate.

Section 3: Joint Accounts

3.1 How do we operate joint Accounts?

We offer the option to have joint Accounts, which means that multiple people share the same Account. Your Account becomes joint when:

Two or more people open the Account, or

- You have an existing single Account and request that we add a new person as an Account holder.

If you request that we add a new person to an existing joint Account, we must receive consent from all other Account holders to add them.

Accepting Account Instructions

Once you have a joint Account, any Account holder can do the following:

- Conduct transactions (including withdrawals and debits) and sign Payment Instruments, regardless of who deposited the funds in the Account and whether this action creates or increases an overdraft on the Account
- Use our Services
- Instruct us to close the joint Account and receive all the funds in the Account. If you want to require that all Account holders provide instructions together, you must notify us in writing at a branch. In some instances, we may act on instructions from one joint Account holder even when you indicate in writing that all Account holders must give instructions together. These actions in connection with the joint Account could include:
 - Depositing money to the joint Account, including cash or Payment Instruments payable to any or all of the joint Account holders.
 - Processing a stop payment.
 - Receiving Account statements or other notifications from TCTCU.
 - Changing the contact information.
 - Giving us approval to receive certain electronic legal and regulatory notices.
 - Using any Service that we permit.
 - Accessing Account information, including any details about it before the Account became a joint Account.

At any point and for any reason, we may require you or any combination of joint Account holders to confirm their instructions or origin of funds. This confirmation includes changes to the joint Account's ownership and a Legal Representative's Account use.

Communicating With Joint Account Holders

We may communicate with any joint Account holder about joint Account matters. We may send any notices, Records, messages, alerts, Payment Instruments, or Documents to any one of you, as we choose. If we do so, such communication will be binding on all joint Account holders. However, we will not do so when the law requires us to communicate with each of you.

Understanding Joint Accounts and Right of Survivorship

Joint Accounts create a right of survivorship. Right of survivorship means it is your intention that, upon your death, the balance of the joint Account automatically becomes the property of the surviving joint Account holders.

You irrevocably direct us to pay the joint Account's balance to the surviving joint Account holders. We will not be liable for any loss or damage when paying the balance to the surviving joint Account holders.

We can pay the funds in an Account to the surviving joint Account holders without confirming they have the right to inherit the funds, as between themselves and your heirs, executors or liquidators, administrators, assigns, or any third party. In addition, we do not need to recognize any claim to the funds. We also do not have to act in relation to any trust that you intended or granted to the joint Account, even if we are aware of such trust. Upon any joint Account holder's death, we may release any joint Account information, up to the date of death, to the deceased Account holder's Legal Representative.

We will continue to honour any written designation you provided to us that your Account has no right of survivorship, if we received this designation prior to the effective date of these Terms. If we cannot confirm this designation based on our own records or any information that your Legal Representative provides us (to our satisfaction), then we consider your joint Account designated with right of survivorship.

Understanding Liability for Joint Accounts

Each joint Account holder is jointly and severally liable for all obligations and liabilities. As such, when any one of you owes us money in connection with the joint Account, we can seek to reclaim that money from one or more of you. In addition, when one Account holder gives instructions regarding the joint Account, those instructions legally bind all Account holders.

3.2 Can we restrict access to or close your joint Account?

We can restrict access to or close a joint Account without notifying you. This may occur if one or more of the joint Account holders (or their Legal Representative) is:

- Removed from the joint Account or is deceased.
- Found to be incapable of managing their financial affairs.
- Being subjected to financial abuse or coercion.
- Bankrupt or is participating in bankruptcy proceedings.

To have access to the funds in the joint Account, we may then require joint instructions from the Legal Representative of the deceased joint Account holder and all other joint Account holders.

In the above scenarios, we may do any of the following:

- Deny any or all of you the ability to withdraw money, deal with the Account in any way, or use any Services
- Limit or change transaction types and/or amounts available to any of you
- Restrict any of you from adding an Account holder (including your Legal Representative), even if all joint Account holders consent to adding the person
- Close the joint Account

If we do not close a joint Account in these circumstances, then the following happens:

- **Automatic Debits or Credits:** We continue to process any automatic debits or credits set up for the joint Account by any former joint Account holders. The remaining joint Account holders are responsible for changing or cancelling any such transactions, if appropriate.
- **Outstanding Payment Instruments:** We continue to process any outstanding Payment Instruments drawn by any former joint Account holders.
- **Tax Receipt:** We issue to the remaining joint Account holders a tax receipt, if applicable, for any earned interest. We may do so even though the removed joint Account holders only held the Account during a portion of the year.

Section 4: Communications

4.1 How do we manage electronic or other communications? Using Electronic Communications

We may communicate with you electronically in relation to your Account or any Services, whether through, email, or any other electronic delivery method.

This means that we may send you information electronically, including notices, messages, alerts, Payment Instruments, or Documents. However, we will not use those methods when the law requires us to communicate with you in another way.

Document means:

- All Records
- Any information the law requires us to provide to you

• Any other agreements that apply to your Account or Services Electronic communications are admissible in legal, administrative, or any other proceedings as if they were the original written Documents. They are conclusive proof of any information contained in them.

Communicating With Us Using Unsecure Methods

When you choose to communicate with us using a potentially unsecure method, like paper mail or unencrypted communications (such as email, fax, text, or other means), we are not responsible if the following occurs:

- Your message is altered.
- Your message is lost.
- Someone accesses it without permission.
- Someone or something obstructs delivery.

Section 5: Account Changes

5.1 How do we make changes to the terms and conditions of your Account and Services?

Changing the Terms

From time to time, we may change, replace, add, or remove any section of the Terms, including:

- Definitions
- Communications
- General Information
- Account Fees, Activity And Records
- Joint Accounts
- Account Changes
- How To Contact Us
- How To Contact The Financial Consumer Agency Of Canada (FCAC)

Changing the Related Services Document

We may change, replace, add, or remove any part of the document, including:

- Any fees associated with Accounts or Services
- Interest charged for overdrafts
- Features of the Accounts
- Services available

Changing the Document

We may change, replace, add, or remove any part of the document, including:

- The manner of calculating interest
- Timing and method of payment
- Any information set out in interest rate tables

Notifying You

If we make any changes as set out above, we will notify you (or any one of you for joint Accounts as we choose) in writing at least 30 days before the change is in effect. The notice will be written clearly and legibly, and will provide you with the following details:

- The original clause and its rewritten version, or only the new clause
- The date when the change will come into effect
- An option to close your Account if you do not wish to accept the change

These notification requirements do not apply to changes to interest rates for your Account as set out in *Section 2.8: What interest rates apply to your Account?*

Closing Your Account After a Change

If you do not want to accept the changes, you can choose to close your Account without cost or penalty. If you do so, you must notify us no later than 30 days after the change comes into effect. Use the contact information provided in *Section 7: How To Contact Us*.

If you close your Account, you must pay any fees, charges, or interest that you owe at the time you close your Account. For example, if you were in overdraft before the change, you will need to repay the overdraft and the accrued interest before you close your Account.

5.2 Can we discontinue offering an Account or Service?

At any time, we may discontinue offering any Account or Services.

5.3 What happens to funds in your Account upon your death?

We will need to receive a death certificate as soon as possible.

We may continue allowing transactions until we receive proof of death. We may also require additional information and documentation (such as your probated will) from your Legal Representative before we can release your funds.

If any dispute arises about releasing your funds, we may do any of the following without notice:

- Restrict your Legal Representative's ability to withdraw, transfer, or deposit money to your Account
- Restrict access to your Account
- Pay the amounts held in your Account into court

In addition, we can use your Account funds to pay any expenses that we may incur, including legal fees. We may also provide your Legal Representative with any Account-related documents or information that you had access to while alive.

We are not liable for any damages, losses, or inconvenience claimed by your estate or other third parties if we:

- Make any payments from your Account.
- Follow your Legal Representative's instructions.
- Do not follow your Legal Representative's instructions.

5.4 Can we transfer, sell, or assign your Account or Services?

We have a right to sell, assign, or transfer - to any entity or person - all or any of the following:

- Your Account and any of our rights related to it
- Any Services you use and any of our rights related to them
- Amounts that you owe TCTCU

Section 6: General Information

6.1 What is our liability for any loss or damages?

We are not liable to you for any loss or damages incurred by you except for direct damages suffered where we or our agents were negligent. This limitation on our liability to direct damages applies even if we have been advised of the possibility that you may suffer other types of loss or damages.

In no event are we liable for any loss or damages resulting from the following:

- Any failure, error, malfunction, misuse, delay, or inaccessibility of any Machine, system, equipment or

Service caused by a third party or other circumstances beyond our control. *Machine* means ATMs, terminals, debit payment terminals, telephones, or other equipment you may use our Services

- Any other failure, error, or delay by any third party or other circumstances beyond our control

6.2 Can we set-off debts you owe to TCTCU?

We may debit a positive balance in your Account to repay any debt, obligation, or liability that you owe to TCTCU (called *right of set-off*). We can do so at any time without notifying you beforehand and whether any of the following applies:

- You alone or you and a third party owe the debt, obligation, or liability.
- You hold your Account with TCTCU, and you owe the debt, obligation, or liability to a different TCTCU.
- Your Account and the debt, obligation, or liability are not in the same currency. In this case, we may convert any currency using our retail exchange rate.
- One or more joint Account holders owe the debt, obligation, or liability, whether alone or together with a third party. Our right to set-off is in addition to any rights we may have at law or in equity.

6.3 How do we notify you of a legal process or claim?

If we need to provide you with any service of a notice, demand, or legal document in connection with any legal or administrative proceeding, we may do so by either mailing, faxing, or emailing them to you, or doing so in person through a bailiff or process server. Subject to any applicable law, we consider these documents received by you:

- Five days after we mail them to you, or
- At the time we fax or email them to you, or
- At the time you received them in person from us.

6.4 How do we manage court and other legal or administrative demands on your Account?

We may be required to respond to or comply with legal or administrative proceedings, notices, or demands that affect your Account. This may require us to:

- Provide copies of your Records or other financial information.
- Pay money to third parties from your Account, including from a joint Account.

We do not need to notify you before responding to or complying with such requirements. You will pay our costs and not hold us liable for complying with such demands.

6.5 What if we do not act immediately if you breach these Terms?

If we fail or delay to object or act when you breach any section of these Terms, all sections of the Terms still remain valid and unchanged. We also reserve our right to act on that breach or any similar breach at a later date. In addition, no action or omission by us will allow you to expect that we have waived or changed these Terms.

6.6 Who is bound by these Terms?

These Terms are binding on us, our successors, and assigns. These Terms are also binding on you, your Legal Representatives, your heirs, your successors, and your estate.

Section 7: How To Contact Us

7.1 How do you contact us with general inquiries?

You can contact us directly if you need to:

- Report errors or unauthorized transactions.
- Make changes or updates to your Account or contact information.
- Ask general questions or inquiries about your Account or Services.

To contact us, use one of the following methods:

Contact Method Details

In Person Visit our branch

Email info@tctcu.com

Telephone Banking 905-944-0981

Mail You can mail us at the following address: #305 - 3636 Steeles Ave East. Markham, L3R 1K9, Ontario

7.2 How do you contact us with complaints?

If any complaints arise about the Account, you can contact us in the way most convenient for you. To do so, follow the process set out below:

To tell us about your complaint, please use the contact information provided below:

Contact Method Details

In Person Visit one of our branches.

Email info@tctcu.com

Telephone 905-944-0981