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Part I – Application of Agreement

1. The Personal Membership Agreement (“Agreement”) explains Meridian’s products, services, and accounts (collectively referred to as “Service(s)”), their use, and the terms and conditions applicable to them. The agreement between the Member (“you, your, yours”) and Meridian Credit Union Limited (“Meridian”, “us”, “we”, “our”) is formed by this Agreement and any document with other terms for a particular Service provided separately. This Agreement governs all transactions and information relating to your Service(s), whether conducted in person, electronically, or through other channels.
2. This Agreement, as amended from time to time, replaces any prior agreement governing the use of the Services specified herein, but does not replace or supersede any agreement or provision of any agreement relating to any loan or credit facility, or any other service not specified herein. Any other service agreements between you and Meridian shall be in addition to and not replace this Agreement, as amended from time to time. By continuing to make use of the Services you agree to have received and understood this Agreement and covenant to follow all its terms.
3. This Agreement may cover more Services than you may be using, and the sections relating to those specific Services may not apply to you now.
4. If you have any questions about our Services, any of your Services, or any of the information in this document, please contact any branch or the Contact Centre at 1-866-592-2226.

Part II – Terms and Conditions of your Personal Deposit Account and Services

5. Personal Use of your Services

You may use your Services for personal banking needs only. You may not conduct activities related to the conduct of any business, even if that business is a sole proprietorship. Meridian may require that you open a business account to conduct your business banking.

6. Compliance with Law and Standards

- a) You will not use any Service for illegal, fraudulent, or improper purposes as determined in Meridian’s sole discretion, or take steps which could undermine the security or integrity of any Service including introducing Malicious or Harmful Content to Meridian or carrying out unauthorized photography or recording on any of our premises.
- b) You will deal with Meridian employees and fellow Members with respect and civility, and not in a manner that is untoward or otherwise inappropriate.
- c) You agree to act with the utmost good faith when using the Services, and as a Member of Meridian.
- d) You agree not to evade any controls instituted to protect Meridian and its Members with relation to the Services.
- e) You agree to comply with all applicable laws, regulations, rules, policies, and standards to which you and Meridian are subject, or which Meridian develops to comply with applicable law.
- f) You acknowledge that Meridian will provide all Services in accordance with applicable laws and regulations, including the rules of the Canadian Payments Association (“Payments Canada”) and any foreign clearing associations, as well as any self-regulatory codes adopted by us.
- g) You acknowledge that Meridian and other financial institutions may reject any cheque or other Instrument, and information or instructions that do not comply in all respects with all applicable laws, regulations, rules, and standards of Meridian and/or Payments Canada.
- h) Meridian has the authority to operate your account and utilize all deposits in accordance with the *Credit Union and Caisses Populaires Act*, 2020.

7. Instructions

We may act on any instruction you provide us, including any written or verbal instructions or other information relating to your Account or

dealings provided by mail or other delivery method we approve for use by you.

8. Signature

You agree that we may adopt the use of your Debit Card number and PIN, online banking Password, verbal Password, handwritten or electronic signature, and/or biometric credentials or other credentials as determined within our sole discretion as your signature to operate your Account and to comply with Canadian laws and regulations.

9. Digital and Electronic Representations

You acknowledge that Meridian (including its service providers) and other financial institutions involved in the exchange and clearing of payments in Canada may make, capture, use, and rely on digital or electronic representations of instructions, documents, cheques, and other Instruments, or any relevant information therein. You understand that any digital or electronic representation or information shall be treated for all purposes as if it were a paper item.

10. Changes to Service and Access

You agree that Meridian has the sole and unfettered discretion to determine, from time to time, whether or not you are eligible to use any Service, including to operate your Account. We may suspend, modify, or terminate your access to these Services at any time and without prior notice to you. If you do not comply with our instructions on how to properly use these Services, we may rely upon your failure to comply with these instructions as sufficient grounds to withdraw all the Services we make available to you. We reserve the right to change any feature or aspect of any service at any time, with or without notice to you.

11. Third Parties and Online Banking Services

Meridian may, at its sole discretion, make Third-Party services available to you or allow you to integrate Third-Party services into your Meridian Services. We assume no responsibility or make any representation with respect to Third-Party services. Use of Third-Party services is a relationship between you and the Third Party, outside of Meridian’s control, and subject to the Third-Party service providers’ terms of use and privacy standards.

12. Anti-Money Laundering and Anti-Terrorist Financing

- a) You consent to our conducting activities, including background checks and account monitoring, as we may consider necessary, and agree to cooperate with our conducting these activities for

the purpose of complying with our obligations under applicable legislation, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

- b) You agree to comply with Meridian's policies relating to anti-money laundering and anti-terrorist financing.
- c) You will not allow anyone to use your Services, and you will not use your Services on behalf of another person, except with Meridian's prior written consent.
- d) We are required to collect and maintain certain records about you and the nature and purpose of our relationship and your activity with us. These records include certain identifying information (e.g. name, date of birth, residential address, contact information, and identification records), other information (e.g. occupation and employment information and history, sources of income, and the purpose and nature of our relationship), and information about your transactions (e.g. the nature and purpose of any transaction and all pertinent records, the source and disposition of the funds, information about the conductor of, and counterparty to the transaction). You agree to ensure that these records are accurate and complete at all times and to provide us with further information or records as we require, without delay. Our requirements related to these records may change over time without notice.

13. Changing your Address, Residency, or Tax Residency/United States Person Status

- a) Further to the information required under s.12 above, you must immediately notify us of any change to:
 - (i) Your name and contact information;
 - (ii) Your address;
 - (iii) Your residency;

If you do not update your address or residency, your last known address will be your current address for any purpose under this Agreement. If we are unable to deliver any communication or any communication is returned, we may stop attempting to communicate with you until we receive accurate contact information.
 - (iv) Your occupation, place of employment, or Services use status; and/or
 - (v) The validity of your identification documentation.
- b) You agree to provide supporting documentation including updated identification documents as Meridian may require.
- c) You must provide us with updated information within 30 days of any change to:
 - (i) Your tax residency information and/or United States person status; and
 - (ii) As required by Canadian law, you declare that the tax residency information and/or United States person status you provided to us (including any tax identification number) are, to the best of your knowledge and belief, correct and complete. Failure to provide satisfactory self-certification of tax residency and/or United States person status or other tax information, may result in your Account information being reported to the relevant tax authority and you may be subject to a penalty under the *Income Tax Act RSC, 1985* (Canada).

14. Care and Control of Banking Articles and Information

- a) We may mail any documents including Account Statements to the address you have provided, or by electronic message, if you have opted to receive statements electronically. We may, in our discretion, change the frequency or method of distribution of documents.
- b) You are responsible for the care and control of banking articles and information, including cheques, Account Statements, cards, credentials, and any medium displaying credentials associated with your Services ("Articles and Information"). You will take all reasonable precautions to protect and safeguard Articles and Information, and access to systems that may reveal Articles and Information at all times. You will notify us immediately upon becoming aware of or suspecting loss or theft or unauthorized use of Articles and Information, access to systems that may reveal Articles and Information, or any irregularity in your Account.
- c) You are responsible to advise us promptly if you do not receive a document, including an Account Statement within five (5) calendar days of the date of deemed delivery.
- d) If a document is returned to us because it cannot be delivered, we may stop sending you any documents until you provide us with a current mailing address and you will be treated as if your record-keeping is paperless.
- e) You are responsible for all unauthorized use including any forgery, material alteration, or fraudulent counterfeiting of Articles and Information, and we will have no responsibility for such use, whether or not you have given proper notice to us within the period referred to in the section below headed "Reviewing Transactions".
- f) Meridian will implement commercially reasonable efforts upon receiving proper notice from you within the Business Day following an unauthorized transaction, to prevent the loss of funds, if you prove to us that you took reasonable precautions to protect the Articles and Information. However, Meridian will not be liable for its inability to recover such funds.

15. Reviewing Transactions

- a) Responsibility to examine documents

You agree to carefully examine all Account Statements and other transaction information as soon as you receive them.
- b) Notification of errors

You agree that it is your responsibility to promptly notify us of any errors, irregularities, or omissions in such statements or information ("Posting Error") as soon as you discover it and, in any event, 30 days after the date of issue of the Account Statement or information ("Error Notice Period").
- c) Liability for failure to notify

If you do not notify us of a Posting Error within the Error Notice Period, the transaction shown on our records is binding on you; the balances shown thereon at the time of the transaction are correct and you agree to release us from all claims, including claims for negligence, in connection with the Account. This release does not apply to claims for gross negligence or willful misconduct or intentional fault by us, in which case our liability will be limited to the lesser of: (i) the amount of the debit or charge to the Account; or (ii) the direct damages you suffer. We will not be liable for any indirect, special, or consequential damages.
- d) Liability for fraud or scams, etc.

- (i) You acknowledge that Meridian is not responsible for any loss, even if you notified us within the time limits set out above, for: (i) a forged or unauthorized endorsement on, or any alteration of, a cheque drawn on your Account; (ii) a forged or unauthorized signature on a cheque or other Instrument; (iii) or another unauthorized transaction unless we conclude that you took all reasonable steps to prevent that fraud or forgery and the resulting loss, and that the loss was unavoidable despite all reasonable actions to prevent it. While we may take reasonable measures to recover funds lost, we will not be liable for our inability to recover such funds.
- (ii) You understand that Meridian is not responsible to inform you of fraud schemes or scams and you undertake to regularly inform yourself of such schemes through the media and the Canadian Anti-Fraud Centre (antifraudcentre-centreantifraude.ca). You agree to take all reasonable measures to avoid falling victim to such scams.

e) Errors Discovered by Meridian

We reserve the right to make corrections or adjustments to entries and/or records as we see fit at any time.

16. Transactional Limits

- a) We may set daily, monthly, or other discretionary limits on the total dollar amount or the number of deposits or withdrawals you make across any channel. We may change such limits at any time, at our sole discretion.
- b) We will not accept Instruments for deposit to your account that are not payable to you.
- c) You will not hold us responsible if the Instruments are returned unpaid or dishonoured for any reason.
- d) We will not knowingly accept Instruments which bear a prior endorsement for deposit if we are unable to verify that endorsement.
- e) We may, at our option, place a hold on your Account for the items deposited until such items have been verified, and/or cleared, and/or honoured.
- f) You acknowledge that we may further delay giving you access to funds or Instruments deposited in this way at any time, for any reason, in our sole, unfettered and unreviewable discretion, including any concern we may have about our ability to collect on the Instrument from the issuing financial institution.

17. Cheques and Other Instruments

a) Hold Periods on Cheques and Other Instruments

- (i) When you deposit an Instrument, including a cheque, the funds from the Instrument may not be immediately available.
- (ii) A waiting period or "hold" as disclosed in our [Cheque Hold Policy](#), as amended from time to time, will be placed on the cheques or other Instruments deposited or transferred to your Account before you can withdraw the funds.

b) Returned or Unpaid Cheques

- (i) All Instruments deposited in the Account are provisionally credited subject to final payment by the financial institution on which the cheque is drawn.
- (ii) If an Instrument is returned unpaid for any reason, we will

charge back the amount of the Instrument to the Account, plus fees.

- (iii) We may attempt to obtain payment for the Instrument from the drawer of the Instrument or the drawer's bank, but we will not be liable for doing so late or improperly. You agree that we are not responsible for the collection of payment, any documents, information, or any such items from the original maker, drawer, or payor.
- (iv) Instruments deposited to your Account may be returned unpaid, either during or after the expiry of the hold period, or after we release the hold.
- (v) If the reversal of this credit or charge against your Account involves a currency exchange and/or overdraft to the Account, you agree to be responsible for any cost or loss associated, which will be charged against your Account.
- (vi) You waive presentment, protest, and notice of dishonour on every cheque received by us in any way for discount, deposit, collection, or acceptance on your Account. You will be liable to us for any cheque received for your Account as if it were presented, protested, and given notice of dishonour in the usual way.
- (vii) You will continue to be liable for Instruments drawn on or deposited into the Account which are outstanding and have not been cleared, even after the Account is closed.

18. Withdrawals

- a) Unless you have made other arrangements with us, deposits credited to your Account may not be available for withdrawal until the deposits are verified and Instruments are honoured and cleared.
- b) You acknowledge that Meridian may require up to 30 days' notice of your intention to make a large cash withdrawal to ensure appropriate security arrangements are made and indemnities obtained. Should Meridian approve the large cash withdrawal request, you will be responsible to pay associated fees as determined by us from time to time. We retain the right to refuse a large or unusual request for cash or other transaction and may at our discretion provide an alternate monetary instrument or means of withdrawal.

19. NSF Items (cheques/transfers/pre-authorized payments)

When there is not enough money in your Account and the appropriate credit has not been arranged, then the cheque or other item will be returned unpaid, and a Not Sufficient Funds ("NSF") charge will be made to your Account.

20. Stop Payments

If an item has not already been paid, you may request to stop payment of a cheque or pre-authorized payment drawn on any of your Accounts. You must give exact details of the item's amount, cheque number, date of item, payee, and the full account number on which it is drawn for it to be stopped. We will, however, not be responsible if we fail to execute the stop payment request.

21. Deposit Anywhere™

a) Technical Requirements

- (i) You agree that to make remote deposits of cheques, your

Mobile Device and its software must meet our technical requirements, as specified by us from time to time, and you must have access to the internet through your Mobile Device. Each image of a paper cheque you attempt to deposit must be legible, according to standards determined by us, in our sole, unfettered, and unreviewable discretion. If the imaging feature of your Mobile Device produces cheque images that we determine are not of acceptable quality, we may reject your deposit.

b) Your Representations and Warranties

- (i) Each time you scan a paper cheque and attempt to transmit to us the images of the front and back of the cheque for deposit through the Deposit Anywhere service, you agree that you are conclusively deemed to have represented and warranted to us that, in so doing:
 - (1) You have agreed to act on Meridian's behalf, as its duly authorized agent, for the purpose of creating an official image of the cheque, as defined under Canadian law;
 - (2) You have created the image of the cheque in accordance with all applicable Payments Canada bylaws, rules, and standards ("Payments Canada Rules") and Meridian quality standards;
 - (3) Each cheque image is a complete and accurate representation of the front and the back of a negotiable cheque;
 - (4) Each cheque used to create the image transmitted to us has not been, and will not be in the future, deposited, duplicated, or used to create another image or Electronic Funds Transfer; and
 - (5) No subsequent transferees of your cheque image, or any substitute cheque created from your cheque image, including Meridian, a collecting and returning bank, drawer, drawee, payee, or endorser, shall suffer a loss as a result of the fact that an image of the cheque or a substitute cheque, instead of the original paper cheque, was presented for payment or returned through the clearing.

c) Your Covenants

- (i) By using the Deposit Anywhere service you are conclusively deemed to have covenanted in favour of Meridian, as follows:
 - (1) To keep the original paper cheque in a safe and secure place for a period of 90 days following the day of the attempted deposit;
 - (2) To make the original paper cheque available to us for inspection and further use for collection purposes, on request, during the 90-day period described above. If you fail to make the cheque available to us for inspection, you shall be deemed to have authorized us to deduct the amount of the cheque in question from your Account balance, even if such deduction may cause your Account to be overdrawn, and to debit the Account for any associated overdraft fees and interest; and
 - (3) To immediately destroy the original paper cheque after the 90-day period expires.

d) Prohibited Deposits

- (i) We may refuse to accept any image of a paper cheque you transmit to us in our sole, unfettered, and unreviewable discretion. Without limiting that discretion, you agree that you will attempt to deposit only those cheques that are collectible through remote deposit capture, as defined in the Payments Canada Rules. You agree that you will not attempt to image, transmit, and deposit to the Account any of the following:

- (1) Paper cheques made payable to any person or entity that is not a named owner of the Account to which they are directed for deposit;
- (2) Paper cheques containing alterations to any of the fields on the front of the cheque;
- (3) Forged, fraudulent, or counterfeit paper cheques, or paper cheques that you should have known were forged, fraudulent, or counterfeit;
- (4) Paper cheques that have been previously deposited either at Meridian or another financial institution in any method permitted under Payments Canada Rules;
- (5) Paper cheques drawn on financial institutions located outside of Canada;
- (6) Paper cheques that are not payable in Canadian dollars;
- (7) Paper cheques that are more than six (6) months old;
- (8) Images, image printouts, clearing replacement documents, or return replacement documents, as defined under Payments Canada Rules;
- (9) Traveller's cheques, savings bonds, or postal money orders;
- (10) Non-negotiable instruments such as promissory notes; or
- (11) Paper cheques drawn by you on any Meridian account other than the Account to which they are directed for deposit.

e) Receipt by Meridian of Cheque Image

- (i) At our sole, unfettered, and unreviewable discretion, we may reject the cheque image for any reason. A confirmation receipt from us is not a representation, warranty, or undertaking that the cheque will be entered into the clearing system for collection or will be paid by any collecting or paying financial institution. If we reject a cheque image received from you through the use of Deposit Anywhere, you may physically deposit the original paper cheque through other methods (in branch, or by Meridian ABM), provided that the paper cheque otherwise meets our clearing standards for paper items. Meridian is not liable for damages that may arise from your use of the Deposit Anywhere service.

22. Transaction Verification and Records

- a) All transactions are subject to verification and acceptance by us, and if not accepted will be reversed from the Account. Verification may take place on a date later than the date you authorized the transaction, which may affect the transaction date.
- b) Our record of each transaction, and our accounting records, will be deemed to be correct, and will be conclusive and binding upon you. Any record of a transaction generated by digital applications or online records will be for your convenience only. If you believe that

our records contain an error or omission, you must give written notice of the suspected error or omission to us within the time provided in the Agreement between you and us for the relevant Account or Accounts.

- c) If we do make an error or omission for any reason, with respect to the recording of any transaction, our liability will be limited to the amount of the error or omission in recording, plus any applicable service charges that may have been charged to you by us. Specifically, you agree that we will not be liable for any other loss, or any loss of business or profit, or any other damage (direct or indirect or consequential), or delay, or inconvenience whatsoever caused by or arising from any such error or omission.

23. Fees and Charges

a) Authority to Charge Accounts

We will charge current service charges for Services that we perform at your request. Service charge details can be obtained from any branch location or the Contact Centre at 1-866-592-2226. We will debit your Account for any applicable services in the currency of the Account. If there is not enough money in the Account to cover the service charges, you agree to repay us to cover the overdrawn amounts either by immediately making a deposit to the Account or allowing us to charge any other Account you have with us, either solely or jointly with others. You agree to pay us for any cost to recover amounts that you owe us. These costs include, but are not limited to, legal and collection fees (to the maximum extent permitted by law). If you fail to pay these costs, they will be charged to your Account. Any payment we make to a Third Party in good faith is a discharge of our obligations to the extent of the amount paid.

b) Fees

- (i) You acknowledge having been advised of, and will pay, the applicable fees now in effect for Services available under this Agreement or any other agreement that you have with us.
- (ii) New or amended fees will only become effective 30 days after notice.
- (iii) Should you fail to make any payment owing to Meridian when due, we reserve the right to recover such amount and the cost of recovery including legal fees reasonably incurred, and to collect or enforce payment.

24. Interest Information

Meridian will pay interest on balances held in interest-bearing Accounts. Interest is earned in the currency of the Account. The rate and calculation methods may vary from time to time with notice. Current rates can be found on the Meridian Website.

25. Overdrafts

- a) We may allow an overdraft to arise in your Account for any reason (including as a result of account withdrawals, paying cheques, charging service fees, or otherwise). If we allow your Account to become overdrawn, then you must pay the overdrawn amount immediately plus fees and interest on the overdrawn amount at the time it was created until it is repaid in full.
- b) If you do not repay the amount the Account is overdrawn, you agree that we are authorized to convert the outstanding amount to a loan, set off the loan amount against other accounts, close your Account, commence collection, assign your debt to a Third Party,

and/or report your default to credit bureaus.

26. Termination or Limitation of Accounts or Services

- a) We may suspend, freeze, block, or terminate your right to use your Account or any Service at our sole discretion, without providing reason if:
 - (i) You are a victim of fraud or identity theft to prevent future losses;
 - (ii) There is a dispute about, or it is uncertain to us, who is entitled to funds in the Account, or who is authorized to provide instructions to us;
 - (iii) We have grounds to believe, within our sole discretion, that you did or may commit fraud, used or will use the Account for any unlawful purpose, or caused or will cause us a loss;
 - (iv) You operate the Account in an unsatisfactory manner or contrary to our policies;
 - (v) You violate any term of any agreement applicable to the Account or any related service;
 - (vi) In Meridian's sole discretion, continuing to provide Services to you would have the effect of increasing Meridian's financial, operational, legal, or reputational risk;
 - (vii) We become aware of public information that confirms that continued operation of this Account may create a risk to Meridian and/or its Members;
 - (viii) You fail to respond effectively to our requests for information, including updates to your personal or account information, or information about your transactions and activities with us; or
 - (ix) As required or permitted by law.
- b) If you wish to end this Agreement, the Agreement will only end when all of the following have occurred:
 - (i) You pay us any amounts owing under this Agreement;
 - (ii) Neither we nor you have any obligations to the other under this Agreement; and
 - (iii) We confirm to you that this Agreement is terminated.

27. Indemnity

You, your heirs, assigns, and your Estate Representatives agree to indemnify and save harmless Meridian and each of our directors, officers, custodians, agents, employees, service providers, and Participant Financial Institution (hereinafter referred to as "Indemnified Part(y)(ies)") from and against all liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) that may at any time be incurred by any Indemnified Party, or be brought against any Indemnified Party by any person, regulatory authority, or government authority, and that may in any way arise out of the operation of any Account or Service you have with Meridian or any Instrument associated with this Account. If we are entitled to and make any claim under this indemnity, we may pay the claim from your Account. If there are not sufficient funds in your Account, you agree to personally pay the amount of the claim and we may apply monies held for you in any other account with us or any affiliate, including Joint Accounts, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce such claim.

28. Limitation of Liability

You understand and agree that, except as otherwise provided for in this

Agreement, we will be liable to you only for direct damages resulting from our gross negligence, fraud, or willful misconduct arising directly from our performance of our obligations under this Agreement. We will not be liable to you for any other direct damages. We (Meridian or any of its Indemnified Parties) will not, under any circumstances, be liable to you for any other damages, including indirect, incidental, special, general, punitive or consequential damages, loss of profits, loss of revenue, loss of business opportunities, inconvenience, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the Services provided to you, even if we were advised of the possibility of damages or were negligent.

29. Meridian Website

Your use of our Website is subject to the current terms of use posted on the Website. When you access any portion of our Website, you are deemed to be bound by such current terms and conditions. If there are contradictions between the Website terms and this Agreement, the Agreement will prevail.

30. Electronic Communication

If your consent is required by applicable law and you provide us with your consent, we may, at our option, provide any information, communication, or disclosure relating to this Agreement to you electronically, including over the internet, through online or mobile banking, or to an e-mail address you provide us for this purpose. For legal purposes, documents sent to you electronically will be considered to be "in writing" and to have been signed and/or delivered by us. We may rely upon and treat as duly authorized and binding on you any electronically authenticated document that we receive from you, or which appears to have been sent by you. If you wish to communicate with us by electronic means, you may be required to comply with certain security protocols established by us from time to time and take all reasonable steps to prevent unauthorized access to any other documents exchanged between us electronically.

31. General Notices and Communications

- a) We may serve you with any document by ordinary mail or email, or in accordance with any other method permitted by applicable law or this Agreement including, for example: through your Account Statement; posting on our Website or your online banking; posting in our branches; or displaying on our ABMs.
- b) Where we send any communication to you, we will send any written notice to the most recent address shown in our records.
- c) Any document sent by you or us shall be deemed received as follows:
 - (i) Online posting by Meridian, on the Meridian Website or online banking: Immediately after posting.
 - (ii) Email immediately.
 - (iii) Personal delivery: On the day such document is personally delivered.
 - (iv) Certified or registered mail: Three (3) days after mailing by prepaid certified or registered mail.
 - (v) Regular post: Five (5) days after posting by regular mail.
 - (vi) Overnight courier: One (1) working day after sending by overnight courier.
 - (vii) Fax: On the date of transmission if sent during Business Hours. If sent outside of Business Hours, receipt will be deemed at 9:00 a.m. on the following Business Day.

For urgent matters, you are encouraged to contact any branch or the Contact Centre at 1-866-592-2226.

- d) Members may provide Meridian with ideas, comments, suggestions, recommendations, or other feedback (collectively referred to as "Feedback") related to Meridian's services and products. You acknowledge and agree that any Feedback is provided voluntarily. If you offer Feedback to us, you hereby grant to Meridian a perpetual, irrevocable, sublicensable, fully paid, transferable, royalty-free, worldwide right to use, reproduce, distribute, copy, display, perform, modify, create derivative works of, make improvements, and otherwise practice such Feedback for Meridian's business purposes.

32. Changes to this Agreement

Meridian can add to or change the terms and conditions of this Agreement from time to time in accordance with the section on General Notices and Communications. Furthermore, Meridian will give 30 days' notice of any such additional or amended terms and conditions. If you continue to use any Service after the effective date, you will be deemed to have accepted such additional or amended terms and conditions.

33. Joint Accounts

The following terms apply to persons holding an Account with at least one other person (each a "Joint Account Holder" and collectively, "Joint Account Holders"). An Account held by two or more persons is referred to as a Joint Account:

- a) You understand that any Joint Account Holder can act as signer on the Account, or in the manner otherwise designated by the Joint Accounts Holders in writing and accepted by Meridian.
- b) If applicable, you agree that only one notice statement is required to be sent for this Account to the address on record of the primary Joint Account Holder and that this communication is effective and binding on all Joint Account Holders when provided to any one Joint Account Holder. Where any Joint Account Holder consents to receiving notices and statements by electronic means, this consent shall be binding on all Joint Account Holders.
- c) Meridian may communicate with any one of you about Joint Account related matters, and each Joint Account Holder hereby consents to the sharing of information including transactions and Account related information to the other Joint Account Holder(s). This includes information about the Account prior to it becoming a Joint Account.
- d) You agree that the amounts held in the Joint Account, together with interest and dividends, are owned by the Joint Account Holders with right of survivorship. By opening or maintaining a Joint Account, it is your intention that on your death, the balance of the Joint Account shall not be treated by us as an estate asset, and this shall constitute your irrevocable direction to us to pay the balance of the Account to the surviving Joint Account Holder(s) and to act in accordance with such direction.
- e) Everything in this Agreement shall refer to all Joint Account Holders, individually and jointly. You agree to be jointly and severally liable (or in Quebec, solidarily liable) for any debts, liabilities, or other obligation under this Agreement or in connection with the Joint Account.
- f) You agree that we may assume that the Joint Account Holders own any balance together.

- g) Meridian may deposit to the Joint Account all cheques which are payable to, or for the credit or account of, any one or more of you, even if they are not endorsed by any of you.
- h) All of you consent that the legal representative of a Joint Account Holder has the same right of access to the Joint Account as the Joint Account Holder. We may rely on a legal representative who is acting for any one of you.

34. Foreign Currency Transactions

If the Debit Card is used in connection with a transaction in foreign currency, you understand that the rate of conversion into Canadian currency will be fixed according to the rules of the electronic network through which the transaction is conducted. This date of conversion may be different from the date you performed the transaction. Fees on foreign currency transactions may be applicable. Meridian is not responsible for any losses you suffer due to changes in foreign currency exchange rates or the unavailability of funds due to foreign currency restrictions.

35. Inactive Accounts

You acknowledge and agree that an Account will be designated as inactive if you have not performed a Member-initiated transaction (by way of withdrawal, deposit, online, or telephone banking transaction), on any of your non-registered and demand type products within a one-year period. We may attempt to notify you if your Membership becomes inactive.

36. Assumptions and Transfers

You cannot transfer your Account, or any other products you obtain under this Agreement, and no other person can assume them.

37. Estates

Upon your death, we will deal with your Estate Representative.

38. Power of Attorney and Other Legal Representatives

You may appoint someone else to deal with matters pertaining to your Account if you have a duly executed power of attorney, in a form acceptable to us. We may require proof or validation, satisfactory to us (including court documents), of their authority to act, including to do any transaction, and we may refuse to deal with them. You release us from any claim or liability when acting upon their instructions. Meridian

will not be required to inform any other Joint Account Holder of any appointment of an attorney or other legal representative or actions by them.

39. Payment into Court

If the ownership of, or authority to act on, any property contained in any Account or relating to any Service is unclear or disputed, we can either ask the courts for guidance or deposit some or all of the account money into court or to the relevant government officer. This applies to situations including, if there are several supposed signing authorities who do not give us joint instructions as needed, or if it is unclear who is entitled to funds. We may charge any legal or other fees we spend on this matter to the Account or to the signing authority.

40. Meridian's Right to Set-Off

We have a lien on your deposits (including those held jointly) and Membership shares for any obligation you owe, and we may set off any sum standing to your credit on our books towards the payment of the liability. We may exercise these lien and set-off rights without notice to you. These rights are in addition to any rights we may have at law or in equity to set-off or to compensation. You waive any right of set-off or deduction you may have.

41. Third-Party Demands

We may comply with any lawful Third-Party demands that we receive against you, such as providing information or paying money to Third Parties from your Account, including from any Joint Accounts you may have. We may do so without notice to you, and you will be liable for the costs associated with our compliance with such demands.

42. Information Storage

All information relating to your Account may be recorded or stored by us in such forms and by means of such devices as we may see fit. We are under no obligation to retain original paper cheques or vouchers for amounts charged to the Account. Account Statements will be available to you at a charge for up to 7 years. We may use the services of any Third-Party service provider or organization in connection with keeping any of your Accounts or providing Services to you. We shall not be liable to you by reason of any act or omission of such service provider in the performance of the Services.

Part III – Member Consent to the Collection, Use, and Disclosure of Personal Information

43. Personal Information

You acknowledge and understand that, from time to time:

- a) We may collect, use, and disclose your Personal Information as permitted by law, or as described in this Agreement and our Privacy Statement. You may obtain a copy of our current Privacy Statement on our Website, by calling our Contact Centre, or by visiting any branch.
- b) Personal Information includes identifying information (including identification and other documents bearing your likeness), your credit and financial information, and records of interactions between us (including telephone and video recordings). We may receive this Personal Information from you, our affiliates, other service providers, credit reporting agencies, other financial institutions, and references you have provided to us.
- c) We may also use this Personal Information and disclose it to our

affiliates, service providers, other financial institutions, regulatory or government agencies as required by law, persons with whom you have established arrangements that entail sharing your Personal Information, or as otherwise required or permitted to comply with law, for the following purposes:

- (i) To identify you and to validate your identity throughout our relationship with you;
- (ii) To determine your suitability for initial and/or continued Membership at Meridian;
- (iii) To determine your financial situation and qualify you for products and services;
- (iv) To provide you with the Services requested from us;
- (v) To generate and actively maintain your file for the purpose of administering your Account(s), reporting, reviewing, and maintaining accurate records;

- (vi) To help protect you, Meridian, and others against financial abuse, fraud, error, criminal activity, and other risks, and otherwise comply with law;
 - (vii) To report to credit reporting agencies and other Participant Financial Institutions;
 - (viii) We may ask to use your Social Insurance Number as an aid to identify you with credit reporting agencies and other financial institutions for credit history file-matching purposes, or you may volunteer. You acknowledge that you are not required to provide that number to us for these purposes;
 - (ix) To share with Service Providers for the purpose of completing research to serve you better;
 - (x) To offer or provide any other product or service to you (including through our subsidiaries, Networking Affiliates, agents, or principals) that we believe may be of interest to you;
 - (xi) We acknowledge that the use of Personal Information in the ways described in subsections 44 (c)(viii) to (x) is at your option and that you will not be refused credit or other Services just because you have told us to stop using it in those ways.
- d) We may also require and use your Social Insurance Number for income tax reporting purposes.

44. Contact to Stop Using Personal Information

You may tell us to stop using your Personal Information in the ways described in subsections 43 (c)(viii) to (x) at any time by contacting the Contact Centre at 1-866-592-2226.

If you cease to be a Member of Meridian or to use its Services, we may keep the Personal Information in our records so long as it is needed to comply with law or for the purposes described in section 43 above.

45. Consent to Obtain Initial Credit Report

You consent to our obtaining an initial credit report or other Personal Information about you for the purposes outlined above and accept this document as prior written notice to you of our

intention to obtain subsequent credit reports and other Personal Information thereafter from time to time to update information obtained earlier, to monitor your compliance with ongoing conditions for credit granted to you, and for collection purposes.

46. Information Outside of Canada

You acknowledge that for the purposes stated in this Agreement, our Privacy Statement, and as required by law, we may transfer your information to jurisdictions outside of Canada, including the United States, the UK, or Ireland, which may be subject to different data protection rules.

47. Corrections to Personal Information

- a) If you wish to consult your file or make corrections to your Personal Information file, you may do so by written request at the following address: Attn: Privacy Office, Meridian Credit Union Contact Centre, 531 Lake Street, 2nd Floor, St. Catharines ON L2N 4H6.
- b) We may rely on credit reports pulled in connection with your application from Equifax Canada or Trans Union of Canada Inc. If you wish to review your credit bureau file, contact Equifax Canada, Consumer Relations Department, P.O. Box 190, Station Jean Talon, Montreal, Quebec H1S 2Z2, 1 800 465-7166 and/or Trans Union of Canada Inc., Consumer Relations Centre, P.O. Box 338 LCDI, Hamilton, Ontario L8L 7W2, or 1 800 663-9980 (all other provinces).

48. Precedence

The terms related to Personal Information in this Agreement are intended to be read harmoniously with the terms of the Privacy Statement. However, where there is a clear discrepancy between the Personal Information related terms in this Agreement and the terms of the Privacy Statement, the terms of the Privacy Statement, as amended from time to time, will prevail. It will not be considered a conflict or an inconsistency if any of these documents contain additional terms, conditions, or provisions that are not included in the other. Any such terms, conditions, or provisions will remain in effect.

Part IV – Miscellaneous

49. Legal and Tax Advice

You agree that it is not our role to provide tax or legal advice regarding your finances and that we will not be doing so. We recommend you seek professional legal and tax advice in relation to your use of our Services.

50. Severability

If any part of this Agreement is determined by any court of competent jurisdiction to be illegal, unenforceable, or invalid, that part will be severed from this Agreement and the remaining parts of the Agreement will continue in full force and effect.

51. Entire Agreement

The terms of this Agreement, and any amendments to it, form the entire agreement between you and Meridian regarding your Services (except where this Agreement states otherwise). There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory between the parties other than as expressly set out herein.

52. Conflict

Except as otherwise set out in this Agreement, if there is a conflict or inconsistency between the terms of this Agreement and the terms of any other agreement or document we have with you related to this Agreement, the provisions of this Agreement will prevail. However, it will not be considered a conflict or an inconsistency if the other agreement or document contains additional terms, conditions, or provisions (including any rights, remedies, covenants, representations, or warranties) that are not included in this Agreement. Any such terms, conditions, or provisions will remain in effect.

53. Binding Effect

This Agreement is binding on us and our successors and assigns. It is also binding on you, your heirs, and your personal and legal representatives, including your executors, attorneys, administrators and successors, and any person to whom it is assigned with our consent.

54. Waiver of Terms

Only an authorized Meridian officer can waive a term of this Agreement,

and the waiver must be in writing. If we fail to exercise, or if we delay exercising, any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising these rights again in the future. If we waive a breach of any term of this Agreement, it does not mean we are waiving the term itself.

55. Governing Law

This Agreement is governed by and interpreted in accordance with the laws of the province of Ontario and the laws of Canada. You agree to submit to and be bound by those laws and the courts of Ontario in the event of any dispute relating to this Agreement. Any judgment we obtain will not affect your obligations under this Agreement.

56. Survival

Any provision of this Agreement relating to your responsibilities and liabilities, including indemnification, or our rights and liabilities will survive the termination of this Agreement.

57. Assignment

The Agreement is binding on us, our successors, and assigns. The Agreement is also binding on you, your agents, successors, permitted assigns, attorneys, heirs, and personal representatives - including your executors and administrators. You may not transfer or assign this Agreement to any other person without our prior written consent. We may, without notice to you and without your consent, sell, transfer, pledge, or assign this Agreement or any part of our rights and obligations and/or the indebtedness under this Agreement to an affiliate or a subsidiary of Meridian, or to any Third Party.

58. Interpretation

This Agreement should be read with all changes of number and gender that the context requires. When used in this Agreement, the term "including" means "including, but not limited to". Any reference to an Act, law, or legislation shall include its regulations, rules, policies, and standards and any subsequent amendments thereto. Headings and sections are for convenience only and do not affect the interpretation of the rest of the Agreement.

Part V – Meridian Debit Card Services

59. Nature and Purpose of the Debit Card

You will use the Debit Card only to obtain Services agreed upon by you and Meridian, as amended with written notice by Meridian. The issuance of the Debit Card is not a representation or a warranty that any particular Service is available.

60. Confidentiality and Personal Identification Number ("PIN")

You will not select an obvious combination of digits for your PIN (e.g. your name, address, telephone number, birth date, or Social Insurance Number). You understand that we have only disclosed the PIN to you as a temporary measure until you select your own confidential PIN and to no one else, and you will never, under any circumstances, disclose the PIN to any other person. You will not keep a written record of the PIN, unless the written record is not carried on or next to the Debit Card and is in a form indecipherable to others. You will always screen the entry of the PIN with your hand or body. Should a breach of the PIN be discovered, immediately contact your branch or the Contact Centre at 1-866-592-2226 to have the Debit Card deactivated.

61. Interac Flash®

The Member understands that Interac Flash is a service provided by Interac and offered to Members as a part of Meridian's Debit Card Services. Interac Flash transactions will be posted automatically to an Account associated with your Debit Card, pre-selected by you (for example, chequing or savings). Only one Account may be pre-selected by you, which can be changed from time to time, however your selection cannot be changed at the time you attempt a given transaction.

You understand that there are transaction limits for purchases made using Interac Flash (distinct from those for the regular PIN transactions). When the limit is exceeded, you will be required to insert your Debit Card and enter your PIN. For more information on Interac Flash limits, please refer to the information you received with your Meridian Debit Card. Alternatively, you can visit the [Learn More about Your Debit Card](#) section of the Website, visit a branch, or call the Contact Centre at 1-866-592-2226.

You may request to have the Interac Flash feature disabled by

contacting any Meridian branch or by calling the Contact Centre at 1-866-592-2226. You may re-enable the Interac Flash feature using the same methods.

62. Code of Practice

You understand that we, in concert with the banking industry, have endorsed the voluntary Canadian Code of Practice for Consumer Debit Card Services (the "Code"), a copy of which is available from us on request, and we will be guided by the principles of the Code in administering the operation of Debit Card matters.

63. Restriction on Deposits

You will not deposit any coins, non-negotiable items, or anything not acceptable for deposit to your Account into any ABM, and will pay to us any damages, costs, or losses suffered by us as a result of any action by you, including vandalism. You will not make any deposits into a wallet or night depository unless you have a separate wallet or night depository agreement with us.

64. Consequences of a Breach of Card Security

Once you have requested and first used the Debit Card Service, you will be liable for all authorized and unauthorized uses of the Debit Card by any person up to your established withdrawal limit (including funds accessible through a line of credit or overdraft privilege), prior to the expiry or cancellation of the Debit Card. However, in the event of alteration of your Account balance due to technical problems, card-issuer errors, and system malfunctions, you will be liable only to the extent of any benefit you have received and will be entitled to recover from us any direct losses you may have suffered.

We will have the discretion to release you from liability for unauthorized use in a case where you have inadvertently contributed to the unauthorized use, provided you cooperate in an investigation or proceeding which leads to a finding of liability on the part of a Third Party.

We will not be liable to you for any action or failure to act on the part of a merchant or refusal by a merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to effect or authorize the use of the Debit Card for a point-of-sale transaction.

65. Lost or Stolen Card, Mobile Device or Compromised PIN, Passcode, or Credentials

If you become aware that your Debit Card or Mobile Device used in conjunction with the Mobile Payment Service is lost or stolen, or that the PIN, Passcode, or any other credential has been made accessible to another person, you will notify us immediately, whereupon the Debit Card will be cancelled, the Mobile Payment Service suspended, or the PIN/Passcode changed. The instant such notice is actually received or when we are satisfied that you became the victim of fraud, theft, or coercion by trickery, force or intimidation, your liability for further use of the Debit Card or Mobile Payment Service will terminate, and you will be entitled to recover from us any further losses suffered by you through the use of the Debit Card or Mobile Payment Service.

66. Debit Card Dispute Resolution

If there is a problem with a Debit Card transaction, other than a matter related to goods or services provided by merchants, you will first try

to reach a solution with us, and we will not unreasonably restrict you from the use of any funds subject to dispute. We will provide you with a written account of how the dispute resolution process works.

We will respond to your report of an unauthorized transaction within 10 Business Days. We will determine, at our sole discretion, whether you will be eligible for reimbursement within this timeframe based on your contribution to the unauthorized transaction. A temporary suspension of the 10-day limit may be necessary and we require you to provide a written statement or affidavit to aid our investigation. If you are not satisfied, the problem will be referred to either a credit union system dispute resolution service or external mediator, as agreed between you and us. Neither you nor Meridian will have the right to start court action until 30 days have passed since the problem was first raised with us. Any dispute related to goods or services supplied in a point-of-sale transaction is strictly between you and the merchant, and you will raise no defense or claim against us.

Part VI – Definitions

ABM means an automated banking machine.

Account means any account you have with us now or in the future, including any Joint Account.

Account Statement means a record of all transactions associated with your Account over a specific period, which is typically provided monthly.

Agreement means this Personal Membership Agreement, as may be amended, replaced, supplemented, or renewed from time to time.

Articles and Information means banking articles and information, including cheques, Account Statements, cards, credentials, and any medium displaying credentials associated with your Services.

Business Day means a day from Monday to Friday, on which Meridian branches are open for business.

Business Hours mean the hours of 9 a.m. to 5 p.m. on a Business Day.

Cheque means, among other things, a cheque or other bill of exchange, promissory note, draft, money order, order for payment, bill payment remittance, bankers' acceptance, coupon, electronic debit or credit, or other payment instrument, whether negotiable or non-negotiable.

Debit Card means a Meridian Debit Card or any other card that is issued to the Member by Meridian. All references to "Debit Card" in this Agreement include the card(s) registered for use with the Mobile Payment Service.

Deposit Anywhere™ means a service offered to approved Members as a part of Meridian's Electronic Services. This service is available only through the use of a Mobile Device and permits Members to deposit the face value of cheques that are payable to the Member(s) alone into the Account by imaging them and transmitting the resulting images to Meridian.

Electronic Fund Transfer means an electronic transfer of funds to an account including a pension, dividend, or investment payment.

Estate Representative means a person who is the legal personal representative of your estate, with evidence satisfactory to us (which may include letters probate or other court documentation).

Electronic Services means all of the services made available to the Member, with the prior approval of Meridian, through the use of Equipment and applicable software, in combination with a Password or a Passcode, and potentially includes, as of the date of this Agreement,

Telephone Services, Internet Services, Mobile Payment Service, Interac e-Transfers® Services, and Deposit Anywhere Services. Use of Electronic Services are subject to the [Electronic Services Agreement -Terms and Conditions](#), available in branch and on the Website.

Equipment means the equipment, such as a land-line telephone, personal computer, or Mobile Device, which, when used with software (where applicable) and a Password or a Passcode, permit access to the Electronic Services.

Feedback means ideas, comments, suggestions, recommendations, or other feedback received from a Member related to Meridian's services and products.

Interac e-Transfer(s)® is a service provided by Interac® and offered to Members as a part of Meridian's Electronic Services. This service allows Members to send money to another person provided they hold a Canadian dollar account with another Canadian financial institution and receive money from another person who sends to you an Interac e-Transfer. To receive these services, you must enter into an Electronic Services Agreement with Meridian, and be receiving either Internet Services or the Mobile Payment Service. Notwithstanding the definition of Electronic Services, you may receive an Interac e-Transfer from a sender using your account number as the Interac e-Transfer Contact Information (defined below), even though you have not entered into an Electronic Services Agreement with Meridian. Interac e-Transfers are not counted towards your monthly self-serve transactions within the respective chequing package that you hold.

Interac e-Transfer Contact Information means the electronic contact information, including, without limitation, an account number, payment identifier, email address, or telephone number used in sending and receiving a money transfer using Interac e-Transfer Services.

Interac Flash® is a service that allows you to make contactless payments within Canada at merchants that have an Interac Flash enabled card reader at point of sale, without being required to swipe or insert your card and enter a PIN.

Internet Services means the Electronic Services accessible using Equipment, other than a land-line telephone or the telephonic function of a Mobile Device.

Instrument(s) mean cash, cheque, money order, bill of exchange,

promissory note, security note, electronic debit or credit, or other payment instrument representing money, whether negotiable or non-negotiable.

Joint Account means an Account held by two or more Members.

Joint Account Holder means a Member who holds an Account with at least one other person.

Malicious or Harmful Content means any deceptive or malicious content that may cause harm to Meridian, a payee, a Participant Financial Institution, Payments Canada, or any Payments Canada member that transmits, receives, or processes the content.

Meridian, we, us, and our means Meridian Credit Union Limited.

Member, you, your, and yours means an individual who holds Membership shares at Meridian Credit Union Limited and whose name appears on the Personal Membership Application. If the Joint Membership Authorization has been completed, Member refers to the Member on the Personal Membership Application, as well as all the Joint Members.

Mobile Device means a Mobile Device that permits data and/or text messaging and which may or may not feature a telephonic function.

Mobile Payment Service means the service that allows Meridian Debit Card holders to perform point-of-sale transactions using a Mobile Device.

Networking Affiliates means any company or business with which we have a business relationship, and which is engaged in the business of providing any one or more of the following services: Deposits, loans, and other financial services; credit, charge, and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

Not Sufficient Funds Charge or NSF Charge means a fee payable when there is not enough money in your Account and the appropriate credit has not been arranged to cover debits to your Account.

Participant Financial Institution means a financial institution that participates in the system that is used to send and receive payments and includes Meridian.

Passcode means a 6–12-digit numeric code chosen by the Member for their sole use, which, when used in conjunction with the Mobile Payment Service, authenticates the Member's identity and authorizes transactions.

Password means an alphanumeric code assigned to, or chosen by, the Member for their sole use, which, when used with the software (as applicable) and Equipment, permits access to the Electronic Services, and is used to authenticate the Member's identity and authorize transactions.

Payments Canada means the Canadian Payments Association.

PIN means a personal identification number, which allows the Member to use the Meridian Debit Card to conduct transactions on an Account.

Personal Information means information about an identifiable individual,

as defined under the Personal Information Protection and Electronic Documents Act ("PIPEDA") and includes for example: Identifying information (including identification and other documents bearing your likeness), your credit and financial information, and records of interactions between us (including telephone and video recordings).

Posting Error means any error, irregularity or omissions in Account Statements, or other information relating to the Services.

Privacy Statement means the Privacy and Security section of the Website that applies to the collection, use, or sharing of any Personal Information collected by Meridian in the course of conducting its business.

Review Notice Period means a period of 30 days after the date of issue of an Account Statement or other information containing an alleged Posting Error or Unauthorized Debit Entry.

Service(s) means any of Meridian's products, services, and accounts.

Telephone Services means the Electronic Services made available using the land-line telephone or the telephonic function of a Mobile Device.

Third (-) Party means, for the purpose of Third-Party Determination, any individual or entity, other than the Member(s) establishing the Account, who directs how the Account is operated or transactions that will flow through the Account. For any other purpose, a Third Party refers to any person, firm, corporation, association, organization, or entity other than you or us.

Transaction means a transaction performed using any of the non-Electronic Services or Electronic Services.

Unauthorized Debit Entry means a debit entry shown on an Account Statement or other information that is the result of alleged reliance by Meridian on a forged signature or endorsement on, or material alteration of, an Instrument, or any other alleged act in respect of an unauthorized or counterfeit transaction, including, a transaction resulting from impersonation or identity theft.

Website means the website operated by Meridian through which you sign on to online banking; Meridiancu.ca.

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