

TRU COOPERATIVE BANK

ClickSWITCH Terms of Use

(the “Agreement”)

This Agreement sets forth the terms and conditions that apply to your access and use of the services described below. By accessing or using the information, tools, features and functionality of the services, including content and software, along with updates and new releases to the software (collectively, the “Service”), you agree to be bound by the terms and conditions of this Agreement. Tru Cooperative Bank makes the Service available to you using software provided by Q2 Software, Inc. (“Q2”) and other service providers (each a “Service Provider”, and collectively, the “Service Providers”). If you have any questions, comments or concerns, we are available at any of our branches, by telephone or at our website (information available in section 16 of this Agreement (“Contact Us”)).

- 1. Description of the Service.** The Service is a financial management software application that facilitates the transfer of your automatic transactions from accounts at other financial institutions to your accounts at Tru Cooperative Bank. You can use the Service to send notices to facilitate: (1) transfers of credits posted to your accounts at other financial institutions on a recurring basis (“Credits”), such as payroll direct deposits, automatic pension and dividend payments, (2) transfers of debits posted to your accounts at other financial institutions on a recurring basis (“Debits”), such as preauthorized debits for utility bills, and (3) closure of your accounts at other financial institutions.
- 2. Use Methods.** You may request transfers of Credits and Debits by manually completing data fields to provide the information required for Tru Cooperative Bank and its Service Providers to send notices to one or more third parties making Credits or Debits, which notices will advise them to begin posting Credits and/or Debits (as applicable) to your accounts at Tru Cooperative Bank.
- 3. Fee for the Service.** The Service is provided to you by Tru Cooperative Bank without charge.
- 4. Privacy and your Personal Information.** Tru Cooperative Bank and its Service Providers may collect, use and disclose your personal information as required in order to provide the Service to you. If a Service Provider or third party recipient of your personal information is located outside of Canada, your personal information may be transferred, processed and stored outside of Canada, and foreign governments and their agencies may be able to obtain disclosure of this information through the laws of the foreign jurisdictions. Q2’s offices are currently located in the

United States. By using the Service, you consent to the collection, use and disclosure of your personal information and other information as set forth in Q2's [Privacy Policy](#), Tru Cooperative Bank's Privacy Policy, and to have such information collected, used, transferred to and processed in the United States. For further information about Tru Cooperative Bank's data protection practices, please read Tru Cooperative Bank's Privacy Policy, which can be accessed from Tru Cooperative Bank's website.

Tru Cooperative Bank cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions on third-party sites. Tru Cooperative Bank and its Service Providers assume no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any of your data, communications or personalization settings.

1. **Your Responsibilities.** You may not use the Service and you may not accept this Agreement if you are not of a legal age to form a binding contract with Tru Cooperative Bank. If you accept this Agreement, you represent that you have the capacity to be bound by it or, if you are acting on behalf of an individual, company, or other entity, that you have the authority to bind such party. Before you continue, you should print or save an electronic copy of this Agreement for your records. You will not use the Service for any purpose that is unlawful or is not otherwise permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You are solely responsible for any overdrafts or insufficient funds transactions that result from your use of the Service, whether they occur at Tru Cooperative Bank or another financial institution.
2. **Protecting Your Registration Information.** You are responsible for maintaining the confidentiality of your password which, together with your Login ID, allows you to access the Service. That Login ID and password, together with any mobile number or e-mail address or any other contact information you provide, form your "Registration Information." If you become aware of any unauthorized use of your Registration Information, you will notify Tru Cooperative Bank immediately using the contact information in section 16 below.
3. **Your Use of the Service.** Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity.

In order for the Service to function effectively, you must provide true, accurate, current and complete information, including but not limited to, information about your accounts with third parties posting to your accounts at other financial institutions Credits or Debits that

you wish to transfer to your Tru Cooperative Bank accounts. You must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service may be adversely affected.

From time to time, Tru Cooperative Bank may include new and/or updated prerelease features (“Sneak Preview” features) in the Service for your use and which permit you to provide feedback. You understand and agree that your use of Sneak Preview features is voluntary and Tru Cooperative Bank is not obligated to provide you with any Sneak Preview features. Furthermore, if you decide to use the Sneak Preview features you will abide by any rules or restrictions Tru Cooperative Bank may place on them. You understand that once you use the Sneak Preview features, you may be unable to revert back to the earlier version of the same or similar feature.

Tru Cooperative Bank and its Service Providers may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Tru Cooperative Bank and its Service Providers, a perpetual, worldwide, fully transferable, sub licensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to Tru Cooperative Bank in any way. Tru Cooperative Bank and its Service Providers will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

4. **Use With Your Access Device.** You are solely responsible for maintaining appropriate hardware, software and Internet access to use the Service, as well as appropriate security measures, such as firewalls and anti-virus software.
5. **Account Alerts.** Tru Cooperative Bank may from time to time provide automatic and voluntary account-related alerts to inform you of the status of your transaction switches or other activity within the Service. By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. Alerts will be sent to the e-mail address you have provided as your primary e-mail address for the Service. You can also choose to have alerts sent to a mobile device that accepts text messages. If your e-mail address or your mobile device’s phone number for receiving text messages changes, you are responsible for informing us of that change. Changes to your e-mail address or mobile number will apply to all of your alerts. Because alerts are not encrypted, we will never include your passcode. However, alerts may include your Login ID and some information about your accounts. Anyone with access to your e-mail will be able to view the content of these alerts. At any time you may disable future alerts.

Automatic alerts may be sent to you following certain changes made online to your Tru Cooperative Bank account, such as a change in your Registration Information. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. Tru Cooperative Bank may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. Any alerts provided to you through the Service may be delayed or prevented by a variety of factors. Tru Cooperative Bank and its Service Providers neither guarantee the delivery nor the accuracy of the content of any alert. Tru Cooperative Bank and its service providers shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

6. **Disclaimer of Warranties.** YOUR USE OF THE SERVICE, AND ALL CONTENT, SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK, AND THE SERVICE, SUCH CONTENT, SERVICES AND PRODUCTS ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS.

TRU COOPERATIVE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AS TO THE CONTENT OR OPERATION OF THE SERVICE, WARRANTIES REGARDING ACCURACY, RELIABILITY OR COMPLETENESS, AND WARRANTIES THAT CONTENT THAT MAY BE OBTAINED THROUGH THE SERVICE WILL BE FREE OF ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

7. **Rights You Grant.** By submitting account information, data, materials and other content through the Service, you are licensing that content to Tru Cooperative Bank and our Service Providers, solely for the purpose of providing the Service. Tru Cooperative Bank and our Service Providers may use and store the content, but only to provide the Service to you. Each time you submit this content through the Service, you represent that you are entitled to submit it to Tru Cooperative Bank and its Service Providers for use for this purpose, without any obligation by Tru Cooperative Bank or its Service Providers to pay any fees. By using the Service, you

expressly authorize Tru Cooperative Bank and its Service Providers to act on your behalf as your agent.

8. **Intellectual Property Rights.** The contents of the Service, including its “look and feel” (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of the Service belong to Q2 and are licensed to Tru Cooperative Bank and/or its software or content suppliers. Tru Cooperative Bank grants you the right to view and use the Service subject to these terms. You may download or print a copy of information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.
9. **Access and Interference.** Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that Tru Cooperative Bank and/or its Service Providers, at our sole discretion, may elect to take.

You will not:

Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without Tru Cooperative Bank’s express written consent, which may be withheld in our sole discretion;

- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of the Service; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

- 10. Limitations on Liability.** TRU COOPERATIVE BANK AND ITS SERVICE PROVIDERS SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS, YOUR USE OF THE SERVICE OR THIS AGREEMENT, EVEN IF TRU COOPERATIVE BANK AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TRU COOPERATIVE BANK'S LIABILITY TO YOU, AND ITS SERVICE PROVIDERS' LIABILITY TO YOU, FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED CANADIAN DOLLARS) IN THE AGGREGATE, REGARDLESS OF THE NUMBER OF CLAIMS MADE.
- 11. Your Indemnification of Tru Cooperative Bank and its Service Providers.** You shall defend, indemnify and hold harmless Tru Cooperative Bank and its Service Providers, and each of their officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to reasonable legal fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.
- 12. Modifications.** Tru Cooperative Bank may modify this Agreement from time to time. Any and all changes to this Agreement will be posted in the Tru Cooperative Bank portal provided for your access to the Service. You are deemed to accept and agree to be bound by any changes to this Agreement when you use the Service after those changes are posted.
- 13. Governing Law; Dispute Resolution.** This Agreement, and your relationship with Tru Cooperative Bank under this Agreement, shall be governed by the laws of the Province of British Columbia without regard to its conflict or choice of law provisions. Any dispute with Tru Cooperative Bank, or its directors, employees, agents or affiliates, arising under or in relation to this Agreement shall be resolved exclusively through the applicable courts of law in the Province of British Columbia, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case Tru Cooperative Bank may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, Tru Cooperative Bank is able to offer the Service at the terms designated

and that your assent to this provision is an indispensable consideration to this Agreement.

You also acknowledge that, with respect to any dispute with Tru Cooperative Bank, its licensor(s), or either of their officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement: You are waiving your right to serve in any representative capacity, or to participate as a member of a class of claimants, in any legal action involving any such dispute, to the extent permitted by law.

14. Miscellaneous. If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement. If Tru Cooperative Bank does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Tru Cooperative Bank has the benefit of under any applicable law), this will not be taken to be a formal waiver of Tru Cooperative Bank's rights and that those rights or remedies will still be available to Tru Cooperative Bank. All of your covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement. This Agreement represents the entire understanding and agreement between you and Tru Cooperative Bank regarding the subject matter of the same, and supersedes all other previous agreements.

15. Contact Us. To obtain information about the Service, you can contact us at no charge by calling our Member Advice Centre at:

Envision Financial: 1-888-597-6083

Island Savings: 1-888-597-1083

Valley First/Enderby & District Financial: 1-888-597-8083