

# Registered Account

Agreements and Disclosures

Effective: April 6, 2026

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# REGISTERED ACCOUNT & SERVICE FEES SCHEDULE

All the service charges and fees that apply to your Account and your Debit Card are set out in Registered Account & Service Fees Schedule. By using your Account, you agree to pay all applicable fees and service charges that apply to your Account. You understand that we may from time to time increase or decrease the fees or service charges that apply to the Account, including your Debit Card.

You agree that we can take money out of your Account (or any other accounts you have with us) from time to time whenever you owe us a fee or charge, no matter how long it has been owed. We may do so in any manner we consider necessary and without telling you first and regardless of whether the Account belongs to you only or is a joint Account. You agree that this right is in addition to any other rights we have at law or in equity.

## REGISTERED SAVINGS ACCOUNTS

### TFSA or REGISTERED HIGH INTEREST SAVINGS ACCOUNT (HISA)

Earn interest on every dollar you save and pay no monthly fee.

**Monthly Account Fee:** \$0

**Transactions included:** 1 free debit transaction\*

**Interest on this Account:** This account calculates interest based on the tier to which the **entire** daily closing balance corresponds. The interest calculates daily and is paid **at month end**. Interest rates and balance tiers are subject to change at any time without advance notice.

*Example, for illustrative purposes only:*

Tier 1	\$0-\$4,999	1.50%
Tier 2	\$5,000	1.60%

Daily Closing Balance = \$5,100

*This account will calculate interest based on an interest rate of 1.60% on the **entire** \$5,100 closing balance.*

Tru Cooperative Bank is a member of the CDIC. Deposits made with the Financial Institution are eligible for CDIC protection up to \$100,000, per insured category, per Depositor, and provided such deposits are payable in Canada, as outlined in the CDIC “Protecting Your Deposits” document. To learn more, visit the CDIC’s website at [www.cdic.ca](http://www.cdic.ca) or contact them directly at [info@cdic.ca](mailto:info@cdic.ca) or 1-800-461-2342.

#### Features:

- No monthly account fee
- Earn interest on your savings

#### The High Interest Savings Account may be right for you if:

- You want to earn interest
- You want a low-risk savings option
- You make infrequent withdrawals or transactions

#### The High Interest Savings Account may not be right for you if:

- You use this account for day-to-day transactions, bill payments, transfers, and withdrawals

**Additional Fees:**

\* Transactions that exceed the monthly package and additional services you use may incur an additional fee. Please refer to the Registered Account & Service Fees within this guide to see our Account and service fees.

**REGISTERED VARIABLE SAVINGS ACCOUNT**

Benefit from the contribution while deciding on the long-term plans for your funds.

**Monthly Account Fee:** \$0

**Transactions included:** N/A

**Interest on this Account:** This Account calculates interest based on the tier to which the **entire** daily closing balance corresponds. The interest calculates daily and is paid **semi-annually**. Interest rates and balance tiers are subject to change at any time without advance notice.

*Example, for illustrative purposes only:*

Tier 1	\$0-\$4,999	1.50%
Tier 2	\$5,000	1.60%

Daily Closing Balance = \$5,100

*This Account will calculate interest based on an interest rate of 1.60% on the **entire** \$5,100 closing balance.*

Tru Cooperative Bank is a member of the CDIC. Deposits made with the Financial Institution are eligible for CDIC protection up to \$100,000, per insured category, per Depositor, and provided such deposits are payable in Canada, as outlined in the CDIC “Protecting Your Deposits” document. To learn more, visit the CDIC’s website at [www.cdic.ca](http://www.cdic.ca) or contact them directly at [info@cdic.ca](mailto:info@cdic.ca) or 1-800-461-2342.

**Features:**

- No monthly account fee
- Earn interest on registered funds
- Available for TFSA, RRSP and RRIF

**The Registered Variable Savings account may be right for you if:**

- You want to earn interest on your registered deposits
- You want your funds to be fully accessible

**The Registered Variable Savings account may not be right for you if:**

- You use this account for day-to-day transactions, bill payments, transfers, and withdrawals
- You are looking for a savings account for non-registered funds

**Additional Fees:**

\* Transactions on this Account and additional services you use may incur an additional fee. Please refer to the Registered Account & Service Fees within this guide to see our Account and service fees.

## REGISTERED ACCOUNT & SERVICE FEES

Transactions beyond the monthly package limit will incur a fee and are disclosed here:

Transaction	Fee (in CAD unless otherwise indicated)
Cheque clearing	Tru Essentials: \$1.50
	US Dollar Chequing: \$1.25 USD
	Savings First: \$1.25
	High Interest Savings: \$5
In-branch withdrawal	Tru Essentials: \$1.50
	US Dollar Chequing: \$1.25 USD
	Savings First: \$1.25
	High Interest Savings: \$5
In-branch transfer out	Tru Essentials: \$1.50
	US Dollar Chequing: \$1.25 USD
	Savings First: \$1.25
	High Interest Savings: \$5
In-branch utility bill payment/manual bill payment	Tru Essentials: \$1.50
	US Dollar Chequing: N/A
	Savings First: \$2
	High Interest Savings: \$5
In-branch deposit	Free
Electronic transfer between Envision Financial accounts	Free
Electronic utility bill	Tru Essentials: \$1.50*
	US Dollar Chequing: N/A
	Savings First: \$1.25
	High Interest Savings: \$5
<i>*Collabria credit card and CUMIS bill payments are free using online banking services and mobile apps</i>	
Cheque deposit via mobile app (Deposit Anywhere)	Free
Interac e-Transfer® incoming (CAD currency only)	Free
Interac e-Transfer® Autodeposit (CAD currency only)	Free
Interac e-Transfer® outgoing (CAD currency only)	Tru Essentials: \$1.50
	US Dollar Chequing: N/A
	Savings First: \$1.00
	High Interest Savings: \$5
Interac® e-Transfer Request Money	Tru Essentials: \$1.50
	US Dollar Chequing: N/A
	Savings First: \$1

	High Interest Savings: \$5
	Tru Essentials: \$1.50
Point of sale purchase	US Dollar Chequing: \$1.25 USD
	Savings First: \$1.25
	High Interest Savings: \$5
Point of sale return	Free
Me-to-me transfer incoming (Available at Envision Financial & Island Savings only)	Free
	Tru Essentials: \$1.50
Me-to-me transfer outgoing (Available at Envision Financial & Island Savings only)	US Dollar Chequing: N/A
	Savings First: \$1.25
	High Interest Savings: \$5
Pre-authorized debit (payment) <i>*Automated pre-authorized debits into Collabria Credit Cards, CUMIS, and Aviso Wealth or Northwest &amp; Ethical Investments L.P. accounts are not included in your monthly debit transaction count</i>	Tru Essentials: \$1.50*
	US Dollar Chequing: \$1.25 USD
	Savings First: \$1.25
	High Interest Savings: \$5
Pre-authorized credit	Free
	Tru Essentials: \$1.50
THE EXCHANGE® and ACCULINK® ATM withdrawal	US Dollar Chequing: N/A
	Savings First: \$1.25
	High Interest Savings: \$5
THE EXCHANGE® and ACCULINK® ATM deposit	Free
	Tru Essentials: \$2.50
Interac® ATM withdrawal	US Dollar Chequing: N/A
	Savings First: \$2.50
	HISA: \$6.00
	Tru Essentials: \$5
International (including US) Cirrus® ATM withdrawal**	US Dollar Chequing: N/A
	Savings First: \$5
	High Interest Savings: \$7

## Other Banking Services Fees

Item	Fee (CAD unless otherwise indicated)
Personalized ATM card	\$5 plus tax
Bank confirmation	Standard: \$30 plus tax Comprehensive: \$50/hour plus tax (\$50 minimum)
Chargeback	\$8/item
Cheques printed in branch	\$2 plus tax/sheet (excluding new account opening at \$0.50/cheque plus tax)
Ordering cheques	Cost varies The price of personalized cheques is set by an authorized third party and ranges in price, depending on several factors, such as the colour, style, customizations and other add-ons selected by you. Contact us at Envision Financial 1-888-597-6083, or Island Savings 1-888-597-1083 or Valley First/Enderby & District Financial 1-888-597-8083 for a quote.
Cheque retrieval/record search	\$3/item Comprehensive search (not available in branch): \$50/hour plus tax (\$25 minimum)
Cheque received for collection	\$30
Cheque held for collection	\$20
Coverdraft	\$5
Dormant/inactive accounts	One-time admin fee charged after 5 years of inactivity: \$42.50 Charged after 5 years of inactivity: \$2.50/month
Foreign currency/cheque ATM deposit	Foreign currency/cheque deposited to CAD account via ATM: \$5
Hold post-dated item (per item left on deposit)	\$3
Night deposit services	100 disposable bags: \$30 plus tax (any size) Lost key replacement: \$15 plus tax
Overdraft	Overdraft protection under \$5,000: \$3/month Unauthorized Overdraft Clearing Handling Fee: \$5/item plus unauthorized overdraft interest. If we allow a transaction to proceed without overdraft protection or where you have exceeded your overdraft protection limit, a \$5 overdraft handling fee plus unauthorized overdraft interest on the overdrawn balance will apply

Returned items	\$10 due to non-sufficient funds (NSF) every time the payment is presented or re-presented for payment. Merchants and other payees may present a rejected/returned item multiple times and a fee will be charged each time. This fee will not be charged more than once in a period of 2 business days for the same account or when the amount you are overdrawn on your account is less than \$10
	For post or stale date, body, figure, signature missing: Free
Statements	Mailed statement: \$2.00/statement, free for Tru Essentials Account holders
	Cheque images with e-statement PDF: \$2/statement
<i>If you were born prior to 01 January 1957, you receive your paper statement for free.</i>	In-branch transaction printout: \$5/month requested
	Statement re-print: \$50 (per statement range)
Stop payments (in branch, via phone or online banking)	\$13 (all or partial details provided)

**NOTE:** Fees will be charged in \$USD on US Dollar chequing accounts

\*\*In addition to the applicable service charges, you may be charged additional fees (including commissions) by third parties. We may charge commission and earn revenue, based on the difference between the applicable buy and sell rates for the currency and the amount for which the rate is offset in the market

Item	Fee (CAD unless otherwise indicated)
Telephone transfers (internal transfer between accounts)	\$5
Third party demands	Per official cheque issued: \$20 Administration fee when satisfied: plus \$50
Account transfer to another financial institution or credit union	\$25
Unqualified item (unencoded; where manual posting is required)	\$10/item (includes cheques drawn in U.S. funds on CAD account)

## Registered Plan Fees

Item	Fee (in CAD unless otherwise indicated)
Set-up	Free
Activity	Partial transfer out: \$100
	Homebuyers' withdrawal: Free
	Lifelong Learning Plan withdrawal: Free
	RRSP/RRIF cash withdrawal: Free
	Archived account info recovery: \$30/hour plus tax
	RESP BCTESG transfer out: \$25
Duplicate receipt - T4	RRSP/RRIF: Free
	RESP/RDSP: \$5
Closeout of account <i>*No fee is charged if closed within 14 business days of account opening</i>	Full transfer out/close: \$100
	Account closed within 6 months of opening: \$50

## Miscellaneous Fees

Item	Fee (in CAD unless otherwise indicated)
Bank drafts (members only)	U.S.: \$10 USD
	Foreign: \$10
	Stop payment: \$25
Office cheques (members only)	\$10
Cash, coin & foreign funds cheques	USD currency exchange: Free (members only)
	Exchange coin: Free
	Special cash order: \$10 plus tax (members only)
Ordering foreign currency via FX notes plus	GBP & Euro cheques: \$30
	Cost varies The price of foreign notes is set by an authorized third party and ranges in price, depending on several factors, such as the amount ordered and delivery times you select. Visit us in branch for a quote.
Estate	Administer and settle Estate account: \$100 plus tax
Letters	Immigration, Reference, Access, etc.: \$30 plus tax
Non-member charges	Coin machine usage: 10%
	Cashing cheque: \$5
Photocopies	\$0.50/item plus tax

<b>Item</b>	<b>Fee (in CAD unless otherwise indicated)</b>
Utility bill trace service	\$10 \$25 for items more than one year after the payment date
<i>Interac</i> ® e-Transfer trace service	\$10
	Annual Fees
	1.5" x 4.5": \$66
	1.5" x 5": \$66
	2" x 5": \$90
	2.5" x 5": \$100
	3" x 5": \$110
Safety deposit box rental (Note that GST will be added to these prices)	3.25" x 5": \$105
	3.75" x 5": \$105
<i>\$10 discount for members 60 years and older.</i>	4" x 5": \$105
	5" x 5": \$140.25
	2.5" x 10": \$127.50
	3" x 10": \$142.50
	5" x 10": \$225
	10" x 10": \$375
Safety deposit box key replacement	\$20 plus tax
Safety deposit box drill	\$200 plus tax (additional expenses may apply for remote locations)
Wires in CAD	Incoming wire transfer: \$15 Outgoing wire transfer: \$30
Wires in USD	Incoming wire transfer: \$15 USD Outgoing wire transfer: \$30 USD
Wire transfer trace service (missing originator info for incoming wire transfer, trace requests outgoing, recall of outgoing and amendments to outgoing)	\$30

# REGISTERED ACCOUNT AGREEMENT

## Part I - Terms and Conditions for Your Registered Account

The account(s) belong to the person whose name is on the account, and they cannot be used for business or transferred to anyone else.

These terms and conditions govern the Registered Account held within a Tru Cooperative Bank Retirement Savings Plan, Retirement Income Fund, or Tax-Free Savings Account (“**Registered Plan**”). By signing the Registered Account Application, you accept the terms and conditions of this Registered Account Contract and the Registered Account Application, which together make up the “Registered Deposit Contract.” The Registered Account Contract is also subject to the provisions of the Application Form and the Terms and Conditions of the Registered Plan in which this money is held and you are the annuitant or holder of the plan as may be applicable.

You should read it carefully and keep a copy of it for your records. We promise to provide you with your Account and the services described in this document. In return, you promise to be responsible for your Account to use it according to these terms and conditions (and any other terms and conditions that we may tell you about from time to time). If your Account pays interest, you can find current interest rates by visiting us online, contacting us by phone, or visiting us in-branch. By applying and using the Account, you accept these terms and conditions and, in return for us agreeing to allow you to use the Account, you agree to the terms and conditions described in this document. 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 13 of this Registered Deposit Contract (“Contact Us”)).

We operate under various divisional brands. Such brands do not impact your relationship with us, but you may have specific contact information, as set out in section 13 of this Registered Deposit Contract.

### 1. Registered Account Opening Requirements

To open a registered account with us, you will need to bring one eligible piece of government issued, photo identification with you. Your photo identification must be authentic, valid and current. The eligible piece of identification must:

- Contain a photo that clearly shows your face; and
- Be issued by a government agency, including a federal government (for example, Canada, the United States, or other foreign government), or by a province/territory/state level government.

You will also be asked to provide your address, occupation, and date of birth if it is not included in the identification you present.

If you are unable to present identification or documents following the method above, you will be required to present to us either:

- i. Two valid and current documents from a reliable source, one of which indicates your **name and address** and the other your **name and date of birth** including;  
(A) identification issued by the Government of Canada or the government of a province,  
(B) recent notices of tax assessments issued by the Government of Canada or the government of a province or municipality,  
(C) recent statements of benefits from the Government of Canada or the government of a province,

- (D) recent Canadian public utility bills,
  - (E) recent bank account or credit card statements, and
  - (F) foreign passports
- or
- ii. Any document from a reliable source that indicates your name and date of birth. This way works only if your identity is also confirmed by:
    - A member who is in good standing with the Financial Institution, or
    - Someone who is of good standing in the community where you are opening the account.

In some instances, we may need to further investigate and verify the identification and/or information that you have provided prior to opening an account for you. We can refuse your request to open a registered account for certain legal reasons, but if we do, we'll inform you about this in writing.

We reserve the right to contact the issuer of any identification document you present to us in order to verify that document and we will record the particulars of any identification document that you present to us.

If the name shown on one of the pieces of identification or documents presented by you differs from the name shown on any other piece of identification or documents presented by you, you are required to provide us with a certificate evidencing the change of name (or a certified copy of that certificate) or other document supporting the change.

#### Accepted ID for Youth (12 to 15 Years of Age)

Youth applicants must bring one piece of authentic, valid and current government-issued photo identification. If you are unable to present identification or documents following the method above, please contact your local branch or contact centre.

## **2. How You Can Use Your Account**

You can use and access the Account as long as you follow the rules in the Account Contract. You agree that your Account will be used as a registered account only and not for business or non-personal purposes. You can make deposits into your Account, and you may also use your Account to debit (to take money out of) your account. Whenever you use your Account for a Transaction, you understand that you are giving us permission to take money out of or put money into the Account for the Transaction amount, plus any service charges or fees that apply. You can approve Transactions in different ways, including by using a password, in person, or in any other way we allow under these terms and conditions and our normal practices that we may change from time to time. You understand that using a Password to accept a transaction is the same as approving a Transaction in person, or in any other way we may allow. You agree that once a Password has been used to accept a Transaction, the Transaction cannot be cancelled, and you cannot ask us to stop payment on the Transaction.

You must not:

- a) use the Account for any illegal or fraudulent purpose or for the purpose of damaging anyone's reputation,
- b) add any harmful or malicious content to a Transaction's payment message; or
- c) do anything or allow anyone else to do anything that could threaten the security of the Account in any way or could harm any other person who takes part in providing, using, or supporting your use of the Account.

## **3. Account Service Charges and Interest Rates**

**A. Service Charges and Fees**

All of the service charges and fees that apply to your Account are set out in the Registered Account & Service Fees Schedule. You acknowledge receiving a copy of the Registered Account & Service Fees Schedule as part of the Registered Account Contract. By using your Account, you agree to pay all applicable fees and service charges that apply to your Account. You can get a current copy of the Registered Account & Service Fees Schedule by contacting us or through our Website.

You understand that we may from time to time increase or decrease the fees or service charges that apply to the Account. If any of those fees or charges are changed or if we add new fees or charges, we will tell you about the change in accordance with section 10.1 of this Account Agreement (“Changes to the Registered Account Contract”).

You agree that we can take money out of your Account (or any other accounts you have with us) from time to time whenever you owe us a fee or charge, no matter how long it has been owed. We may do so in any manner we consider necessary and without telling you first and regardless of whether the Account belongs to you only or is a joint Account. You agree that this right is in addition to any other rights we have at law or in equity.

**B. Interest Rates**

If your Account pays interest, the applicable interest rate that applies to your Account will be set out in the Interest Rates Schedule in effect from time to time. You acknowledge receiving a copy of the Interest Rates Schedule that applies to your Account as part of the Registered Account Contract and you understand that you can get a current copy of the Interest Rates Schedule on our Website or by calling us during regular business hours. If interest applies, you will earn interest on each day that the closing balance of your Account is positive. Such interest will be paid to your Account monthly on the day your Account Statement is generated. Interest will begin to accrue on the day that deposited funds are processed. If interest applies, you will earn interest on each day that the closing balance of your Account is positive. The way in which interest is calculated is disclosed in the Interest Rates Schedule.

**4. Account Information**

You confirm that to the best of your knowledge, the information provided on the Registered Account Application is complete and accurate. You agree to provide true, accurate, current, and complete information about yourself and the Account to us when we ask you to and/or as required under the Registered Account Contract and to tell us as soon as possible if there are any changes to your information.

**5. No Obligation**

Nothing in these terms and conditions will oblige us to:

- (a) accept any monies for investment in the Registered Plan,
- (b) redeem shares,
- (c) transfer money, or
- (d) lend money to you.

**6. Depositors Instructions**

We may act upon any written instructions or other information relating to your Account or dealings that is provided by mail or other delivery method we approve for use by you. We will act on any instructions

that we think are from you, but we may refuse any instructions if we think they are improper, unlawful, or fraudulent, or if there is a mistake. You understand that we may act on any written instructions or other information relating to your Account that are provided by ordinary mail or other delivery method that we approve for use by you. If you choose to send instructions or notice to us through ordinary mail, it must be sent to the branch of the Account unless we agree that it can be sent somewhere else. If we receive instructions or other information by mail or another delivery method, it will be considered to have been received only if it is brought to the attention of the person at the branch of the Account to whom it is addressed. Instructions or information that are not addressed to anyone in particular will be considered addressed to the manager.

## 7. Depositors Acknowledgement

You acknowledge that even if money put in or taken out of the Account is posted to the Account, it will not be considered processed until we have verified and accepted it. Until that time, any money put in or taken from the Account can be reversed from the Account even though it was initially posted pending verification and acceptance. If this happens, the Account Statement will be changed to reflect any reversal that is necessary.

### 7.1 Hold on Funds

When you deposit a Cheque into your deposit account at a branch or through an ATM or our mobile app, we may place a hold on these funds until the Cheque is cleared at the financial institution on which it's drawn. This means you may not have access to these funds right away. Whether or not the funds are held is influenced by your relationship with our Financial Institution, the funds already in your account, and the amount and characteristics of the Cheque being deposited. If the funds are held, the Cheque could still be returned as invalid or otherwise after the hold period has expired. If a Cheque is returned unpaid for any reason at any time, either during or after the expiry of the hold period, we have the right to charge the amount of the cheque to your account.

There are situations when we may hold funds for longer than our maximum cheque hold periods, which are outlined below.

The length the funds are held is influenced by your relationship with us, the funds already in your account, currency of the Cheque and the amount and characteristics of the Cheque being deposited. If the Cheque you deposit is encoded with magnetic ink character recognition, and is not damaged in any way, the maximum hold periods you can expect are as follows:

For a CDN\$ Cheque drawn on a financial institution's branch located in Canada, the normal length of time we will hold funds is four business days after the day of deposit. The maximum hold periods are as follows:

<b>\$CDN Cheque Amount</b>	<b>Way You Deposit</b>	<b>Maximum Hold Period</b>
\$1,500 or less	In branch	4 business days after day of deposit
\$1,500 or less	By ATM in Canada or any other way	5 business days after day of deposit
Greater than \$1,500	In branch	7 business days after day of deposit

Greater than \$1,500	By ATM in Canada or any other way	8 business days after day of deposit
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For a USD \$ Cheque drawn on a financial institution’s branch located in Canada or the US, the maximum hold period is 30 business days. We only accept Canadian and US dollar cheques for regular clearing. Cheques in any other currency drawn on a financial institution located outside of Canada or the US will not be credited to you until the funds are received from the foreign bank. This can take a minimum of 30 days.

Access to the first \$100

When you deposit a Cheque(s) in Canadian dollars to your Account with an advisor at a branch, you’ll have immediate access to the first \$100. When you deposit a Cheque(s) in Canadian dollars to your Account at an ATM or through our mobile app, you’ll have access to the first \$100 by the following business day. If the Cheque you deposit is for \$100 or less, you’ll have access to the entire amount. If you deposit more than one Cheque at an ATM and want access to the first \$100 for each, you must deposit each Cheque in a separate transaction.

Exceptions to standard Cheque hold periods and access to the first \$100

We may extend the maximum hold period or restrict access to the first \$100 of the deposit for reasons including (but not limited to), where:

- a) The Financial Institution has reasonable grounds to believe that the deposit is being made for illegal or fraudulent purposes in relation to an account
- b) An account has been open for less than 90 days
- c) The Cheque:
  - a. Is not encoded with magnetic ink character recognition or is not readable by operational systems (for example, if damaged or mutilated)
  - b. Has been endorsed more than once
  - c. Is deposited six months or more after the date of the cheque
  - d. Isn’t issued in Canadian dollars
  - e. Is issued from an account at a bank branch outside of Canada

The hold period under these circumstances is estimated to be 30 business days and could be longer for non-CDN\$ Cheques drawn on a financial institution located outside of Canada.

You understand that you can get a current copy of our Cheque Hold Policy on our Website, by visiting us in one of our branches, or by calling us during regular business hours. You can find our contact information at section 13 of this Account Contract (“Contacting Us”).

**8. Your Responsibility for Account Security**

**8.1 Security of your Passwords**

You are responsible for the care and control of your Passwords. You are also responsible for the care and control of any Access Terminal that you use to access Mobile Banking or our Website Portal, including any computer, mobile device or tablet. You must keep your Passwords confidential and take every reasonable precaution to maintain them safely.

This includes:

- (a) Avoiding Password combinations or the creation of Passwords that may be easily determined by others such as your name, birthday, phone number, address, Social Insurance Number;

- (b) Not disclosing your Passwords voluntarily to anyone else at any time, including to a family member, friend, financial institution employee or law enforcement agency; and
- (c) Taking all reasonable precautions to ensure that no one finds out your Passwords while keying it in or logging into Online Banking or our Website Portal.

## **8.2 Lost or Stolen Password:**

You will notify us immediately if:

- (a) Your Password has become or you suspect has become known to someone else.
- (b) A computer, mobile device, tablet or other device that you use to access Online Banking or our Website Portal is, or you suspect is, lost or stolen, or has been compromised or misused.
- (c) You suspect or become aware of any unauthorized activity, fraud, failure, misuse, malfunction, or error related to your Credentials or Online Banking or our Website Portal.

You may notify us by visiting the nearest branch or calling us at one of the telephone numbers provided in Section 13. You will not be liable for any Account losses resulting from the misuse of your Password that occurs after the time you tell us about the misuse, and once we confirm that you are a victim of misuse.

## **8.3 How to Deal with Unauthorized and Fraudulent Account Activity**

If you know or are suspicious that any instructions regarding the Account are in any way fraudulent, unlawful, don't have permission, are fake, or are likely to be returned to us or found invalid for any reason ("**Suspicious Circumstances**"), you have a duty to:

- (a) ask questions regarding the proper parties into such instructions, in order to find out if they are valid instructions before becoming involved with or accessing any funds that come from such instructions, and
- (b) tell us about the Suspicious Circumstances, including the reasons for your suspicion.

We may, if we decide to, investigate any Suspicious Circumstances you tell us about, but we don't have to. If we do investigate, we will not unreasonably put a limit on your use of the Account during the investigation as long as it is reasonably obvious that you did not cause or play a part in the problem you help us with the investigation, and you comply with the Registered Account Contract. You understand that, even if you do all of those things, we still have the right to decide whether we want to place a hold on all or some of the funds in the Account or your use of the Account during the investigation of any Suspicious Circumstances. During the course of the investigation, we may require you to sign a written statement, affidavit or other document.

We will respond to reports of a problem in a reasonable period of time, and we will tell you what we will pay, if anything, for any loss you suffer. Reimbursement will be made for losses from a problem as long as you comply with these terms and conditions. If you're still not happy with our response, you can contact the Ombudsman for Banking Services and Investments or the Financial Consumer Agency of Canada as set out in Part III (Resolving Your Complaints) or these terms and conditions.

## **8.4 What We Are NOT Responsible For**

We are not responsible for any loss or damage that you experience or that happens to you unless the loss or damage is caused by our gross negligence or intentional or willful misconduct (that is, if it is done on purpose), and in this case, we will not be responsible for any lost profits or any indirect, special, consequential, or exemplary damages regardless of the cause of action and even if you have told us of the possibility of such damages. In no event will we be responsible for any cost, loss, or

damage (whether direct, indirect, special, or consequential) you experience that is caused by:

- (a) anything you do or do not do or anything done by or not done by any Third Party or their agent, including other financial institutions and their agents and, just to be clear, no Third Party will be considered to be acting as an agent for us unless we specifically allow them to do so;
- (b) the mistakes or lack of any information you provide to us including, for example, any failed, duplicative, or wrong transmission of instructions;
- (c) our failure to perform or fulfill any of our obligations to you for reasons beyond our control; or
- (d) forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions, or material alteration to an instruction, including instructions.

We will also not be responsible for any loss, damage, or injury that happens from using any Access Terminal including any mechanical or operational failure of any such Access Terminal, except that in the event of alteration of the Account balance due to technical problems and system malfunctions, you will be responsible only to the extent of any benefit you have received, and you will have the legal right to get back from us any direct losses you may have suffered; or  
You set us free from any responsibility for any such loss, damage, or injury.

## **8.5 Our Responsibility for Mistakes**

If we make a mistake, we will only be responsible for up to a maximum of the amount of the mistake, but only if the mistake happens because of something that we are responsible for doing under these terms and conditions and if you meet the following conditions:

- (a) you did not cause or contribute to the mistake or our failure in any way,
- (b) you have complied with the Registered Account Contract, and
- (c) you told us in writing about the mistake or our failure within the time required under these terms and conditions.

In no event will we be responsible for any delay, bother, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) whatsoever caused by, or arising from, any mistake.

## **8.6 Indemnity (Your Responsibility to Reimburse us)**

You, your heirs, and your estate representatives indemnify and save harmless us and each of our directors, officers, custodians, agents, and employees 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 of us, or be brought against us by any person, regulatory authority, or government authority, and that may in any way arise out of or be connected in any way with this Agreement. 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.

## **9. Account Records**

### **9.1 Account Statements**

We will provide you with an Account Statement electronically or by regular mail, in the manner you have selected in the Registered Account Application. You agree to tell us right away of any change to your address or your Account Statement delivery preferences.

## 9.2 Checking your Account Statements

We will record all activity related to the use of your Account, as well as any interest, service charges, fees or adjustments that are made to your Account. Whether you have chosen to receive paper or electronic Account Statements, or to access Account Statements through the Website Portal, you are responsible for reviewing your Account Statement at least once every calendar month. You agree that you are also responsible for reviewing your Account Statement if we stop providing you an Account Statement because you asked us to. It is up to you to check your Account Statement and to notify us of any mistakes within 30 days of the Account Statement date. If we do not hear from you within those 30 days, we will assume that the Account Statement is correct, and we will not correct any mistakes you point out later.

Except for any mistakes you notify us about within 30 days of the Account Statement date:

- (a) You agree that our records are conclusive evidence of your Account activity for all purposes, including if we go to court and for any other matter relating to the Account Statement;
- (b) You agree that our records are correct, complete, authorized; and
- (c) You may not claim for any purpose that any entry on the Account Statement is incorrect and will have no claim against us to get your money back for any Account entry, even if the Account entry is unauthorized or fraudulent or is based upon instruction that is forged, unauthorized, or fraudulent.

## Part II – General Terms and Conditions

### 10. Operation of the Account

#### 10.1 Changes to the Registered Account Contract

We may propose to change, either permanently or temporarily, any term of this Registered Account Contract or replace this Registered Account Contract with another agreement, at any time. You understand that you may refuse the change by terminating this Registered Deposit Contract and closing your account by notifying the Financial Institution within 30 days of the effective date of the change. If You do not cancel your Registered Account Contract, it means that you accept the changes.

We will notify you of changes to the terms of the Registered Account Contract by any method allowed by applicable law including (method may depend on the type of change being made):

- (a) placing a notice on your statement;
- (b) sending you a notice (written or electronic);
- (c) posting a notice in the Financial Institution's branches;
- (d) displaying a notice at or near the Financial Institution's ATMs; or
- (e) posting notice on the Financial Institution's website.

We will send any written notice to the most recent mailing address shown in our records and consider that you have received the communication as follows:

- (a) Within five business days after post-mark if sent by ordinary first class mail.
- (b) When delivered, if delivered by hand.
- (c) Once the electronic communication enters the information system designated by the Financial Institution for receiving notices.

- (d) If mail service is disrupted, we will tell you where to pick up your notice or statement. Your notice or statement will be considered to be delivered to you on the day it is available for pick up, whether or not you do so.

You understand that you can obtain a copy of the current Agreement at any of the Financial Institution's branches or, by contacting us at the information provided at section 13 of this Account Agreement ("Contact Us").

## **10.2 Termination of Agreement**

You may terminate this Registered Account Contract at any time by visiting a Financial Institution branch.

### Cancellation within 14 days of opening:

You may choose to close your Account within 14 business days after the day on which the Account is opened by notifying us of your intention to close the Account. You must remove all funds from your Account within the same period. We will close your Account without charge, except for fees associated with the use of your Account; for example, any fees related to services you have specifically requested.

### After the 14-day period:

You may choose to close your Account more than 14 business days after the day on which the Account is opening. You must:

- (a) pay the fees associated with the use of your account and Debit Card; and
- (b) any fees we may have incurred.

## **10.3 Freezing, Suspending, or Restricting Your Account**

We may suspend, freeze, block, put a limit on or temporarily stop you from using your Account or any services related to your Account or we can close your Account:

- (a) at any time or for any reason by giving you at least one business day's prior written notice, or
- (b) right away without telling you first if we find out or believe that:
  - (i) there is inconsistent or improper or suspicious activity;
  - (ii) you have done something that is not right or against our policies or you have not complied with this Registered Account Contract or any related services (for example, you have shared your Password with someone else);
  - (iii) there has been fraudulent or illegal activity on the Account or we have reason to believe that you did or may commit fraud or have caused or will cause us a loss;
  - (iv) you are a victim of fraud or identity theft in order to avoid future losses;
  - (v) we need to under applicable law; or
  - (vi) there is an issue about or it is unclear who owns the money in the Account.

## **10.4 Abandoned Account**

If your Account is considered to be abandoned under applicable law because you have not used or accessed your Account for a period of time, you understand that we must turn over the money in your Account to the appropriate government authority. We may give you notices as required under applicable law before we do this. You may try to reclaim the money turned over to the governmental

authority as long as the law allows you to.

## **10.5 Notices**

If you have to let us know about anything or you need to give us notice, you have to give us notice in writing by sending it to us at the address provided in the Registered Account Contract. If we send you a notice about the Registered Account Contract or for any other reason, unless we are required by law to provide notice to you in a specific way, we may give you written notice by notifying you using your Notice Contact Information, or, if the notice does not include confidential financial information then we could also provide you notice by posting the notice at our branch location or on our Website, or in any other way that we think is appropriate to bring the notice to your attention.

## **10.6 Providing us with more Information when we ask you**

You understand and accept that we must comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations*, a Canadian law that helps stop criminals from using money received from criminal activity appear as if it came from a legal source. This law also applies to the Account and may apply to the services provided by Third Parties. In order to obey the law, we need your help to keep our records up-to-date, for reporting reasons, and to help us meet other requirements. You agree to provide us with the information we need, whenever we ask you. You understand that the Third Parties that provide you services may also need your help to comply with their obligations under this law and for the same purposes and that they may, from time to time, ask you for similar information.

## **10.7 Demands from other people**

If we get a notice under any court order, statutory demand (which is a formal written request that a debt must be paid) or any other legal request about a family law matter (such as, child support, alimony payments, matrimonial property) or about a marriage agreement or separation agreement, we may decide to block you from using your Accounts, even if you have money in your Account at the time we stop you from accessing the Account. We will not be responsible for any loss or damage that happens because we didn't let you use the Account. We will comply with lawful demands that we receive without notice to you.

## **10.8 Legal Representatives**

You can appoint one or more legal representatives to act for you with respect to the Account (for example, if you have a power of attorney or your estate representative, if you die). If you appoint someone, we will only accept instructions from that person if they demonstrate to our satisfaction that they have legal authority to act for you such as, by providing us with a court order to prove they have authority. You agree that your legal representative will have access to your Account history and all Transaction details for the Account.

## **10.9 The Law that Applies**

This Registered Account Contract is made under the laws of the Governing Jurisdiction and the federal laws of Canada that apply in that Governing Jurisdiction. This means that if we ever disagree about anything in this Registered Account Contract or the Account and we have to go to court, it will be a court in the Governing Jurisdiction and the court will follow the law of the Governing Jurisdiction and not any rules of private international law or the conflict of laws which would lead to the application of any other laws.

## **10.10 Who the Registered Deposit Contract Applies to**

This Registered Account Contract will take effect and continue for the benefit of and will impose obligations on us and you as well as your heirs (people that get your property when you die), executors (anyone who is named to act on your behalf), successors (anyone who comes after you or takes over for you) and assigns (anyone you legally transfer your rights and responsibilities to).

## **10.11 Invalid or Illegal Sections**

If we go to court for any reason and the court decides that one part of this Registered Account Contract is not valid or is against the law, we will act as if that part of the Registered Account Contract was never in the Registered Account Contract and the rest of the Registered Account Contract will continue to apply without being affected by the removal of the part that was not valid or is against the law.

## **10.12 Forms**

You agree to only use any forms that we provide you or allow you to use.

## **10.13 Not Giving Up Our Rights**

If we are allowed to do something under this Registered Account Contract, but we choose not to do it, this does not mean we have given up our right to do it again in the future. Even if we allow you to do something under this Registered Account Contract that you are not allowed to do or we decide that it was okay that you did something that you were not allowed to do, this does not mean that we have given up our right to insist that you comply with the Registered Account Contract the next time you do something under the Registered Account Contract that you are not supposed to do.

## **10.14 Privacy**

Tru Cooperative Bank is committed to the protection of your privacy while providing a high standard of customer service. This commitment to privacy includes treating you fairly and with respect and complying with the principles set out in the Tru Cooperative Bank Privacy Policy.

You acknowledge that we have policies to protect your privacy and that you may obtain those policies upon request or at [www.firstwestcu.ca/privacy-policy](http://www.firstwestcu.ca/privacy-policy). You hereby consent to use of your personal information by us and our affiliates to monitor use of financial services, to detect fraud, develop needed products and services, and offer members needed services. However, if you have given or hereafter give express consent to the collection, use and further disclosure of your Personal Information by us in a form and content that is more permissive than the consent provided herein, the other form of consent shall govern our relationship. You may withdraw your consent at any time by contacting our Privacy Officer at [privacyofficer@firstwestcu.ca](mailto:privacyofficer@firstwestcu.ca).

## **11. CDIC Coverage**

The Financial Institution is a member of the CDIC. Deposits made with the Financial Institution are eligible for CDIC protection up to \$100,000, per insured category, per Depositor, and provided such deposits are payable in Canada, as outlined in the CDIC "Protecting Your Deposits" document. To learn more, visit the CDIC's website at [www.cdic.ca](http://www.cdic.ca) or contact them directly at [info@cdic.ca](mailto:info@cdic.ca) or 1-800-461-2342.

## 12. Voluntary Codes of Conduct

Voluntary codes of conduct and public commitments are designed to protect the interests of our members and the public. A copy of the voluntary codes of conduct and public commitments we've adopted are available upon request or at [www.firstwestcu.ca/codes-of-conduct](http://www.firstwestcu.ca/codes-of-conduct).

## 13. Contact Us

To obtain information about your Account, you can contact us at a method that's most convenient to you:

### By phone or email:

- Envision Financial: 1-888-597-6083 | [contact@envisionfinancial.ca](mailto:contact@envisionfinancial.ca)
- Island Savings: 1-888-597-1083 | [contact@islandsavings.ca](mailto:contact@islandsavings.ca)
- Valley First/Enderby & District Financial: 1-888-597-8083 | [contact@valleyfirst.com](mailto:contact@valleyfirst.com)

### In person or by mail: Find a branch near you by visiting

- Envision Financial: [www.envisionfinancial.ca/contact-us/find-a-branch-atm](http://www.envisionfinancial.ca/contact-us/find-a-branch-atm)
- Island Savings: [www.islandsavings.ca/contact-us/find-a-branch-atm](http://www.islandsavings.ca/contact-us/find-a-branch-atm)
- Valley First/Enderby & District Financial: [www.valleyfirst.com/contact-us/find-a-branch-atm](http://www.valleyfirst.com/contact-us/find-a-branch-atm)

To reach Enderby & District Financial, visit [www.valleyfirst.com/contact-us](http://www.valleyfirst.com/contact-us) or call 1-888-597-8083. As you navigate through our website, you will notice you may be on a Valley First web page. As divisions of Tru Cooperative Bank, Enderby & District Financial and Valley First utilize the same platform. While certain products and services may only be featured on the Valley First web page, they are extended to both brands. This means that even if you access these offering through the Valley First web page, they are accessible and applicable to Enderby & District.

## Part III – Resolving Your Complaints

If you wish to make a complaint, we're here to help. You can review our Complaint Handling Procedures online at [www.firstwestcu.ca/resolvingyourcomplaints](http://www.firstwestcu.ca/resolvingyourcomplaints) or request a printed brochure at any of our branch locations.

## Part IV - Definitions You Need to Know

Here are the definitions for some of the words we use in the Registered Account Contract that have a specific meaning. When we use these words in the terms and conditions below, they will be capitalized. We have also included section headings to help you along the way. The headings are not part of the terms and conditions and do not impact what the terms are, how they apply, or what they mean. They just make this document easier to read and make finding the rules that apply to a topic easier for you to find.

**“Access Terminal”** means any device you can use to access any of your Accounts such as, for example, a computer, or a portable hand-held device including a tablet, cell phone, or other wireless device.

**“Account”** means your registered account held within a Tru Cooperative Bank Retirement Savings Plan, Retirement Income Fund, or Tax-Free Savings Account.

**“Account Contract”** means this document, which is the agreement between you and us containing the terms and conditions relating to your Account, and includes the Registered Account Application and Disclosure Documentation, any other consent or other form you give us with the Registered Account Application, the Registered Account & Service Fees Schedule, , the Interest Rates Schedule, and any other agreements between us that set out the rules that apply to the Account, including, but not limited to, the Direct Services Agreement (if applicable) and any other services that we provide to you related to the Account.

**“Account Statement”** means any record of any activity on your account that includes information about the balance of an Account, whether made available or provided to you electronically or as a mailed paper statement.

**“ATM”** means an automated teller machine (i.e., the machine where you can take money out of your Account using your Debit Card and PIN).

**“CDIC”** means the Canada Deposit Insurance Corporation.

**“Cheque”** means, among other things, a cheque or other bill of exchange, certified cheque, 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 card we issue that allows the holder of the card access the Account using an ATM, or to make Transactions.

**“Depositor”, “you”, or “your”** means each Member who is named as and holds the Account with us, including a legal representative for an Account.

**“Direct Services”** means the services described in the Direct Services Agreement that we offer from time to time and that let you access the Account using an Access Terminal. However, Direct Services do not include card services, like services for Debit Cards, including those provided by a Third Party.

**“Disclosure Documentation”** means this Registered Account Agreement and related disclosure documentation we provide to you, including the Registered Account & Service Fees Schedule, the Interest Rates Schedule and any amended disclosure documentation for your Account from time to time.

**“Financial Institution”, “we”, “us”, or “our”** means the financial institution named in the Registered Account Application that holds your Account, The “Tru Cooperative” brand also operates under Tru Cooperative Bank, Envision Financial, Island Savings, Enderby & District Financial, and Valley First brands, as well as any other brands that we may add from time to time.

**“Governing Jurisdiction”** means the Province in which the Account is located.

**“Interest Rates Schedule”** means the schedule disclosing our interest rates, in effect from time to time, and information regarding calculation of interest (if the Account pays interest).

**“Member”** means the person who becomes a member of the Financial Institution under our Personal Membership Application.

**“Notice Contact Information”** means the postal address, email address, fax number, telephone number, or other contact information you give us and that we use to give you written notice under this Registered Account Contract, except if you have opted to receive notices and other communications electronically, in which case, the designated information system set out in the Communication Preferences section of your Personal Membership Application will apply.

**“Online Banking”** means the digital services that we offer you to manage your accounts through an online channel accessible through our Website Portal.

**“Password”** means a PIN, password, personal access code, passcode lock personal identification word or biometric information used to access the Account by any means including to conduct a Transaction or through any Access Terminal.

**“Registered Account & Service Fees Schedule”** means the schedule setting out the service charges and fees, that are applicable to deposit Accounts and other services we offer.

**“Point-of-Sale Transaction” or “POS Transaction”** means the way we allow you to use the Debit Card from time to time to:

- a) send money from the Account to purchase or lease goods or services from a merchant (the **“Merchant”**),
- b) send money from the Account to get a voucher, chit, scrip, token, or other things that may be exchanged for goods, services, or money, or
- c) receive money into the Account from an Account of a Merchant (e.g., a refund).

**“Registered Account Contract”** means this document, which is the agreement between you and us containing the terms and conditions relating to your Account, and includes the Registered Account Application, any other consent or other form you give us with the Registered Account Application, Registered Account & Service Fees Schedule, the Interest Rates Schedule and, any other agreements between us that set out the rules that apply to the Account.

**“Survivor”** means, for joint Accounts, upon the death of any Depositor, the surviving Depositor(s).

**“Third Party”** means any person, firm, corporation, association, organization, or entity that is not you or us.

**“Transaction”** means any transaction on your Account using your Debit Card, Debit Card Details or Credit Card including all types of Point-of-Sale Transactions, ATM transactions, Card Not Present Transactions or transactions you make by giving us instructions).

**“USD”** means United States dollar.

**“Website”** means any website operated by us.

**“Website Portal”** means any website operated by us through which you sign into Online Banking.